A VINDICATION

OF THE

FOUR LAYMEN,

WHO REQUESTED THE

THREE BISHOPS

TO PRESENT CHARGES AGAINST

BISHOP DOANE.

TRENTON.

PRINTED BY BROWN AND BORDEN.

1853.

A VINDICATION.

A sense of duty which we owe to ourselves and to our families, compels us to appeal to the bar of public opinion for that redress which we have sought in vain before the proper Ecclesiastical Tribunal of our Church. While there was a hope of having an opportunity of vindicating our characters from the charges of falsehood, calumny and misrepresentation, made against us by Bishop DOANE, we remained silent. But now that the Court of Bishops have accepted from Bishop DOANE an ambiguous partial confession, and have dismissed the charges, without deigning to hear any evidence against him, after allowing him to use every kind of vituperation and abuse against us, in our absence, we feel constrained to defend ourselves from the libellous attacks of Bishop DOANE upon our characters, in the only way now left to us.

The libellous charges which Bishop DOANE has made against us, are as follows, *viz.*

"In replying to the false, calumnious and malignant charges of WILLIAM HALSTED, CALEB PERKINS, PETER V. COPPUCK and BENNINGTON GILL, covering, as they do, the range of many years of public service and of public sacrifice, and crawling into the inner sanctities of private life, an outline of the course of events with which they are connected, becomes necessary. A starting point must be given to honest people, from which they may see, in its true bearings and real complexion, the depth and darkness of that flood of falsehood, calumny and malignity into which these four laymen have desperately plunged."

Protest and Appeal, page 17.

"The undersigned has done with the details of the false, calumnious and malignant representations of WILLIAM HALSTED, CALEB PERKINS, PETER V. COPPUCK and BENNINGTON GILL. How many of them he has shown to be false, he does not stop to count. That falsehoods, perversions, or distortions of truth, insinuations, or whatever other form they take, they are calumnious all, is apparent on their face." *Ib., page* 48.

These charges were scattered broadcast through the land, not only in the state of New Jersey, but in other states, and it is understood in Great Britain also.

And although Bishop DOANE in his confession says, "that he penned a pamphlet, parts of which he does not *now* justify, and expressions in which, in regard to these brethren," (the three presenting Bishops,) "he deeply regrets," he has no regrets to make for the publication of the above cited libels against the four laymen.

The four laymen will now proceed to vindicate themselves from the false aspersions made against them by Bishop DOANE, and to show that the charges there made against them by him, are false and calumnious; and that all that the four laymen said against Bishop DOANE, is true.

In order to see exactly what the four laymen said, it will be necessary to peruse carefully their Letter to the Three Bishops. It will be found in the Appendix, Letter A.

The laymen said that they *believed* that the foregoing charges could be sustained by proof. The first charge, as contained in the Third Presentment, as made by the Three Presenting Bishops, will be found in the Appendix, Letter B. It is, substantially, "that he contracted numerous and large debts, beyond his means of payment, amounting to not less than two hundred and eighty thousand dollars, and probably three hundred thousand dollars."

The proof to sustain this charge is as follows:

The amount admitted in the Schedule to his Assignment is, (*see Assignment, Appendix C.*)	$155,993.67
Supposed average interest due thereon for three months,	2,337.40
Amount of mortgages on his real estate, as per assignment,	106,343.00
Supposed amount of interest due for six months,	3,190.29
Amount due Episcopal Fund, not included in the Schedule of his debts, (*Protest and Appeal, p.* 28,)	7,476.57
Amount due Princeton Bank, (*see List of Creditors, Appendix D,*)	1,079.00
Amount due Paterson Bank, (*Appendix E,*)	250.00

Amount due Michael Hays, over and above the amount stated to be due him in Schedule of debts, [stated in Schedule at $17,500.00—should be $28,000.00,] (*Affidavit of Hays, Appendix F,*)	$10,500.00
Amount supposed average interest thereon, three months,	157.50
Amount due Joseph Deacon, above the amount stated in the Schedule, [Schedule states $23,480.00—should be $28,000.00,] (*Affidavit of Deacon, Appendix G,*)	4,520.00
Supposed average interest, three months,	67.00
Amount due Herman Hooper, (*see his letter of 21st June*, 1852, *Appendix H,*)	50.00
Amount due Morristown Bank,	750.00
" " Robert Thomas, Treasurer Friend's Institution,	400.00
Amount due outstanding checks, " "	500.00
" " Lawson Carter, (N. B.—The Schedule says $6,000.00, but he obtained judgment, March, 1849, for $10,229.00, and allowing $6,000.00 to have been paid, leaving balance due of)	4000.00
Amount due Edward Perkins, (*see Germain's Evidence, page* 16,)	13,000.00
Amount due Morris, Tasker & Morris, (*Appendix D,*)	220.00
Amount due Cortlandt Van Renselaer, (*Appendix D,*)	65.00
Amount due Garret S. Cannon, (*Appendix D,*)	127.00
" " Robert Holden, " "	153.00
" " Timothy G. Mitchell, " "	175.00
" " Lowe, Smith & Co., " "	143.00
" " William M. McClure,	255.00
" " T. Cooke,	363.83
" " J. Megargee & Co.,	48.80
" " Jas. F. James,	233.61
" " Dennis McEvoy, (*see Appendix E,*)	200.00

Amount due Reuben T. Germain, over and above the sum stated in the Schedule, [Schedule says $1,000.00, Germain swears it was $2,000.00,] (*see Germain's examination before Wilson,*)	$1,000.00
Amount due Jeremiah C. Garthwaite, over and above the amount set out in Schedule, [Schedule states it at $1,470.00, he presented claim to assignees of $6,775.52—difference $5,305.52,] (*see Appendix D,*)	5,305.52
Amount due Peter Stuyvesant, money borrowed,	1000.00
" " Trenton Banking Company,	800.00
	$320,704.99

Besides a check exchanged with a gentleman of Philadelphia for $1,500.00—Bishop's check still unpaid,	$1,500.00
And a debt to Zantzinger, believed to be	$1,200.00

Thus it appears, during a period of about eleven years, he run in debt upon an average of over twenty-nine thousand dollars a year. That contracting such debts was immoral, indiscreet, and unbecoming a Bishop is apparent, because he thereby obtained the property of others without any compensation, and without any means of making just compensation therefor. That his whole property did not exceed one hundred and twenty-five thousand dollars, is also apparent.

The whole of his real estate was estimated at $674.00 over the amount of the mortgages.	$674.00
The amount of the mortgages was	106,343.00
The whole of his personal estate was only estimated at	17,418.50
It brought at public sale $12,924.57.	
	$124,335.50

The charge contained in this specification, is a violation of a distinct and unequivocal precept of the Gospel. St. Paul tells us to "owe no man any thing." Again, he says in his Epistle to the Phillippians, which is addressed to the Saints in Christ

Jesus which are at Phillippi, with the *Bishops* and Deacons—"Brethren, be followers together of me; and mark them that walk so as ye have us for an ensample." Bishop DOANE, in one of his celebrated sermons, says—"We are the salt of the earth. We are the light of the world." And no man knew better than he, how much more efficacious for good or for ill is example than precept. "In vain," says the Bishop, "Will *he* seek the reformation of others, who neglects the precepts he enjoins on them. *Physician*, heal thyself, will be in the heart if not on the lips of all who hear him. And while that which he says is forgotten or disregarded, that which he does, by the perverse inclination of our corrupt natures, will be repeated and perpetuated in the miserable copies of a most miserable example." How many miserable copies of Bishop DOANE's miserable example have already been repeated and perpetuated, it is impossible to say.

SPECIFICATION II.

We shall show that only a small part of his debt was incurred on account of his Institutions.

Bishop DOANE purchased St. Mary's Hall on the first of December, eighteen hundred and thirty-six, and had the deed taken in the name of Garret D. Wall, Henry C. Carey and William J. Watson, to be held by them in trust for certain persons who had subscribed certain sums of money therein mentioned, for the consideration of sixteen thousand five hundred dollars. (*See copy of deed, Appendix I.*)

At the time this purchase was made, there were two mortgages on the property, one of eight thousand dollars, as appears by said deed, to Griffith Evans, $8,000.00

One to George Cummings, 1,500.00

$9,500.00

The amount then which appears to have been paid, at this time, on account of this purchase, was seven thousand dollars.

Subsequently, or about the same time, he purchased of Mr. Gummere the furniture of St. Mary's Hall, and for this he paid two thousand dollars. This furniture, however, he did not convey

to the trustees, Wall, Carey and Watson, until the first of September, eighteen hundred and thirty-eight.

On the same first of September, eighteen hundred and thirty-eight, Messrs. Wall, Carey and Watson executed a declaration of trust, declaring that, in consideration of the receipt of certain sums of money which they had received of certain persons therein named, (which persons held certificates of stock for their respective amounts, signed by G. W. Doane,) they held the St. Mary's Hall and furniture, &c., in trust for these certificate holders. The amount of money acknowledged to have been received from these certificate holders is fourteen thousand eight hundred dollars. (*See deed from G. D. Wall and others to G. W. Doane, Appendix K.*)

The Committee of Investigation, page 12, say that "above two-thirds of the stock of twenty-five thousand dollars was sub-subscribed: enough only to pay for the original cost of the property.

Now if we deduct from this amount the sum of nine thousand dollars, paid Gummere, we have remaining on hand, in cash, five thousand eight hundred dollars. The interest of this was three hundred and forty-eight dollars a year, which could have been appropriated to make up any deficiency in the expenses of the first years of the establishment. But it appears that on the nineteenth of September, eighteen hundred and thirty-eight, he executed a mortgage to Horace Cleaveland, for fifteen thousand dollars. (*See Appendix L.*) Now on page nineteen of his Protest and Appeal, he says he merged in the work his whole resources and his credit. Again, in page twenty-one, he says, "The undersigned gave up his property, of every form, to meet, so far as it might, a debt not personal to himself—his private income being much more than equal to his private expenditure—but growing out of his venture for Christian education, in the two Institutions above named." We take his own language then for proof that this debt of fifteen thousand dollars to H. Cleaveland was money borrowed for the purpose of sustaining St. Mary's Hall and his Schools. Add this to five thousand eight hundred dollars, and it makes twenty thousand eight hundred.

In September, 1838, then, he had	$20,800.00
In April, 1838, he borrowed of Joseph Deacon	5,000.00
	$25,800.00

Now we shall prove that the schools were always prosperous, with the exception of the two first years. But he says in his Protest and Appeal, that at one time, when there were only twenty-six scholars, that more than one quarter were free. Seven would be more than one quarter of twenty-six; we may therefore take that number as the highest which he had at any time before the schools were prosperous. His terms, at this time, for board and tuition, were two hundred dollars a year. He tells us that we "may safely estimate the profit on the latest comers at one-half the term charges." (1847–8–9, *Protest and Appeal, page* 36.)

We may calculate, therefore, that these seven scholars cost him seven hundred dollars a year.

But, to be liberal in our allowance, let us suppose they cost him one hundred and fifty dollars per year; that would be ten hundred and fifty dollars for the seven. And let us further suppose, that the schools did not enable him to maintain the charity scholars, without advancing money out of his pocket, beyond these profits. From the year eighteen hundred and thirty-seven to eighteen hundred and forty-three, six years, then, he would be out of pocket, for money expended for these scholars, six thousand three hundred dollars.

But we have shown that he had a surplus of cash on hand from his donations or certificates, of five thousand eight hundred dollars. The interest on this, if he had invested it as he ought to have done, would have been, in May, eighteen hundred and forty-three, at simple interest only, two thousand and eighty-eight dollars, and would have amounted altogether to the sum of $7,880.00

Deduct,	6,300.00
	$1,588.00
To this add the $15,000.00 borrowed of Cleaveland, and $5,000.00 of Deacon,—$20,000.00—	20,000.00
	$21,588.00

But if you do not charge him with any interest upon the cash received as donations, you would still make the amount received by him, up to the first of May, eighteen hundred and forty-three, as the cash in hand over and above expenses, $21,588.00

Now if we suppose he may have paid out on St. Mary's Hall, at this time or within two or three years, about 5,000.00

$16,588.00

That would leave a balance of sixteen thousand five hundred and eighty-eight dollars still in his hands unexpended. He did not purchase the grounds for Burlington College until the year eighteen hundred and forty-seven. He then purchased it for twenty thousand dollars, and he agreed to pay ten thousand dollars in cash and give a mortgage for the balance. He could pay this out of the moneys shown to have been received by him for the schools, and have still had left six thousand five hundred and eighty-eight dollars. In the year eighteen hundred and forty-seven, he began to do work at the College, and he had on hand, to commence with, ten thousand three hundred and eighty-eight dollars. Now we will see how much he received after this.

But it may be said that St. Mary's Hall did not sustain itself until eighteen hundred and forty-five, (*see evidence of Germain, Report of Committee, page* 73,) and during this time, he says the gross excess of expenditures was twenty-five or thirty thousand dollars. Take the largest sum; say the excess was thirty thousand dollars;—that is he had to pay or run in debt for thirty thousand dollars; because his receipts for his St. Mary's Hall during that period was thirty thousand dollars less than his expenditures. Now it appears that he had contracted debts for his schools, or in his venture for Christian education, between May, eighteen hundred and thirty-seven, and March, eighteen hundred and forty-nine—eleven years and eleven months—say twelve years, of one hundred and forty-five thousand five hundred and ninety-three dollars and sixty-seven cents—(*see his Schedule of Debts, Appendix B*)—or rising twelve thousand dollars per annum. From eighteen hundred and thirty-seven to eighteen hundred and forty-five—eight years—he contracted debts for his school of St. Mary's Hall, to the amount of eighty-four thousand dollars; that

is fifty-four thousand dollars more than there was any occasion for, according to Mr. Germain's calculation. He thus got credit upon the faith of St. Mary's Hall for the amount of fifty-four thousand dollars more than was necessary to carry it on and supply every thing required.

Bishop Doane says, (*page* 20 *of his Protest and Appeal*)—"That the pressure of patronage forced on the work beyond its time." Does he mean by this, that the patronage came sooner than he wanted it, or that the scholars came before he had buildings and accommodations for them? and that he had to erect the necessary buildings to accommodate them, before he had the means so to do? If this is the idea he intends to convey, we now proceed to show his statement is unfounded in truth, and that he actually received in cash, in the years eighteen hundred and forty-six, seven, and eight, more than double what he paid for his schools. The work which was done to the College, was chiefly done in the years eighteen hundred and forty-six, seven and eight.

The following are the amounts of cash he had on hand or received during those years from various sources, *viz:*

He had in hand from subscription to St Mary's Hall, as before stated, and from Cleaveland's mortgage,	$6,588.00
He received subscriptions to the College, (see the pamphlet published by trustees in 1849. In his Protest and Appeal, p. 20, he says it was $8,000.)	11,000.00
He raised on mortgage to Sarah C. Robardet, March 11th, 1847, (*Appendix M,*)	3,000.00
He received for mortgage to Lawson Carter, June 30th, 1846, (*see Appendix C, Inventory of Real Estate,*)	6,000.00
He raised by mortgage to Joseph Deacon, 15th of March, 1847, (*Appendix N,*)	8,000.00
He received by mortgage to Isaac B. Parker and others, dated 15th of April, 1847, (*Appendix O,*)	13,900.00
He received of R. J. Germain in 1848, (*Appendix P,*)	6,915.00
He received of Alfred Stubbs, in October, 1848, (*Protest and Appeal, page* 26,)	1,000.00
He received of E. N. Perkins, in 1846, (*Appendix C,*)	15,000.00

He received Episcopal Fund, (*Protest and Appeal, page* 25,)	7,476.51
Mortgage to Isaac B. Parker and others, dated 10th June, 1848, (*Appendix Q,*)	50,000.00
	$128,879.51
Suppose he realized only $30,000.00 this year from his cash receipts,	20,000.00
	$108,879.51

Here is an amount of one hundred and eight thousand eight hundred and seventy-nine dollars and fifty-one cents, received in cash, either from donations or borrowed on mortgage or otherwise. But in addition to these sums we are also to take into the account the amount received from his schools during the years eighteen hundred and forty-six, seven and eight.

On page 29 of his Protest and Appeal, he tells us that the annual receipts of his institutions was not less than seventy thousand dollars. This money, it will be recollected, is paid in advance, by the terms of the institutions, and for three years, eighteen hundred forty-six, seven and eight, would, at that rate, amount to two hundred and ten thousand dollars. (*See page* 20 *of his Protest and Appeal.*)

On page 20, 21, he says it was well established that if the "two institutions were subjected to nothing more than their proper expenditure, freed, that is to say, from the disadvantages of a credit system of business, and an extravagant outlay for the maintenance of credit, a *very large* per centage of the receipts, after paying the whole cost of carrying them on, might be applied to that object;" that is, the reduction of his indebtedness. He told Michael Hays that his profits from his schools were twenty-eight thousand dollars per annum. This for three years would be eighty-four thousand dollars. We have then as the amount of his receipts, over and above the cost of carrying on his schools in these three years, and which ought to have been applied to the payment of buildings and improvements, the enormous sum of one hundred and ninety-two thousand eight hundred and seventy-nine dollars and fifty-one cents.

But this is not all, he tells us on page 13 of his Protest and Appeal, that "he anticipated at least four years of his means in his efforts to maintain the institutions he had founded." By this we understand him to mean his wife's income, which is in the report of the Committee of Investigation, page 23, to be nine thousand five hundred dollars per annum. He does not say he anticipated it all in one year, we therefore suppose he anticipated it yearly, and that in the three years of eighteen hundred forty-six, seven and eight, he anticipated twenty-eight thousand five hundred dollars. This added to the sum of one hundred and ninety-two thousand eight hundred and seventy-nine dollars and fifty-nine cents, gives the aggregate amount of cash which he must have received in those three years, over and above the cost of carrying on his schools, as two hundred and twenty-one thousand three hundred and seventy-nine dollars and fifty-one cents. Now, it is to be observed, that this calculation is made upon the basis that he paid the current expenses of his schools out of the moneys which he received from his pupils. But it is apparent that if he did not pay the current expenses of his schools out of the money he received, then he should be charged with the excess of his receipts over his payments for current expenses; for instance, if he received seventy thousand dollars cash from his pupils and actually paid out for the current expenses of his institutions only ten thousand, contracting a debt of sixty thousand dollars, he should be charged with cash received, over and above his yearly payments, sixty thousand dollars instead of twenty-eight thousand, the sum he is charged with in the foregoing calculation.

To arrive at accuracy in the actual amount of cash received by Bishop Doane, and which he might have appropriated to buildings and improvements of his institutions, we have to ascertain in the years eighteen hundred and forty-six, seven and eight, for the current expenses of his schools. Now we arrive at this proportion what proportion of the debts mentioned in his schedule were created in this way. In page 21 of his Protest and Appeal, he tells us his debt was "not personal to himself, but grew out of his venture for Christian education." He commenced his schools in May, 1837. (*See evidence of Samuel R. Gummere, page 95 of reports of investigating committee.*) His assignment bears date

29th of March, 1849, that is a period of eleven years and eleven months. During this period he had contracted debts, as appears by his schedule, to the amount of one hundred and forty-five thousand five hundred and ninety-three dollars and sixty-seven cents. (*See schedule.*) We leave out of this calculation the claims of W. T. Hall and A. A. Sloan, against the building erected on Burlington College property, ten thousand dollars, and taking this sum as his actual indebtedness incurred during that period for the current expenses of carrying on his schools, (exclusive of debts contracted for improvements, buildings, &c.,) it gives the amount of indebtedness incurred annually for this object at a little rising twelve thousand dollars per annum; say twelve thousand dollars; he must then have received in the years eighteen hundred and forty-six, seven and eight, thirty-six thousand dollars cash for current expenses which he did not pay, and which he therefore could have appropriated to the payment of buildings and improvements. This, then, added to the former amount of two hundred and twenty-one thousand three hundred and seventy-nine dollars and fifty-one cents, gives us the aggregate of two hundred and forty-seven thousand three hundred and seventy-nine dollars and fifty-one cents of cash which he had at his disposal in those three years, to pay for buildings and improvements. Now, what did it cost him in these three years for buildings and improvements, and for Philisophical and Chemical apparatus? The College was put up, as Mr. Shreve tells, in the years 1846 and 1847. (*See his testimony, page* 111, *report of investigating committee.*) The buildings of St. Mary's Hall, as we gather from the evidence of R. J. Germain, (*same report, page* 74,) were put up in 1844 and 5. Mr. Shreve tells us he thinks the mechanical work for the College cost Bishop Doane thirty-five thousand dollars. But how much of this did he pay? It appears in his schedule, that there was a lien upon the College building due to W. T. Hall and A. A. Sloan, for about ten thousand dollars. Besides this, it is believed that upwards of six thousand dollars of the debts contained in his schedule, was for work and material done for and furnished to the building and improvements of Burlington College, which being deducted from the amount of the estimate, would leave the amount of cash actually paid out by Bishop Doane for the buildings and

improvements to Burlington College, during the years eighteen hundred and forty-six, seven and eight, as nineteen thousand dollars.

If we suppose, also, that he paid five thousand dollars for the Philosophical and Chemical apparatus and Library of the College, (although it is not probable he paid one-half that amount,) it will give us as the amount of cash paid for the buildings and improvements on Burlington College in eighteen hundred and forty-six, seven and eight, twenty-four thousand dollars, which sum deducted from the amount received, left a balance in hands during those years, which might have been devoted to those objects, of two hundred and thirty-three thousand three hundred and seventy-nine dollars and fifty-one cents. This is our estimate.

But now suppose we take Bishop Doane's statement in his Protest and Appeal, on page 36 of report of investigating committee, that the net profits of the institutions in 1849, were only nineteen thousand eight hundred and eleven dollars and seventy-four cents, instead of twenty-eight thousand dollars, as we have calculated. This in three years would make a difference of twenty-five thousand four hundred and sixty-four dollars and seventy-eight cents, to be deducted from the amount received, which would still leave the amount received two hundred and seven thousand nine hundred and fourteen dollars and seventy-three cents.

We have thus shown that his debts were not incurred for Christian education. We believe, therefore, that under pretence of wanting money for his schools, and through his schools after they were established, he obtained large amounts of money, which he lavished and squandered in the most reckless and extravagant manner, wholly unjustifiable, even in a man of the world, much less in a Clergyman, and still less in a Christian Bishop.

We have shown his debts, at the time of his assignment, to have been two hundred and twenty-one thousand nine hundred and four dollars and ninety-nine cents; all this enormous amount, he pretends, was incurred in his "*venture for Christian Education.*"

In setting up this pretence, we leave our readers to judge how nearly he resembles him of whom the poet says:

——— "Has stole the livery of the Court of Heaven
To serve the Devil in, in virtuous guise:
Devoured the widow's house and orphan's bread;

In holy phrase transacted villainies,
That common sinners durst not meddle with."

The doctrine that the end justifies the means, will not be maintained by any Protestant Christian. We quote the language of an acute and logical reasoner, Mr. Hugh Miller, as applicable to this point. He says:

"What we have to deal with, are the stern verities of monetary obligation; and these no Church whatever, not even that of Rome itself, can either ignore or abrogate. The laws of monetary obligation, founded on the principles of eternal right, enact and enjoin, that no man incur any pecuniary liability or obligation, on any plea whatever, sacred or civil, which he has not the means fairly and adequately of meeting or liquidating. The duties of a Church," (We may add, *a fortiori*, of a Bishop,) "so far as they involve monetary obligation, are but commensurate with her pecuniary ability of discharging them. If the ability does not exist, the duty is not required at her hands; nay, she would be guilty of positive sin, in attempting to fulfil what, lacking the ability, would be a pseudo and fictitious duty, or in other words, not a duty at all. The vengeance of God's just laws would overtake and strike her down, and her light, instead of being of a nature suited to guide and attract, and lead men to glorify the Heavenly Father, would be a light which, like that of a beacon placed over some dangerous rock or insidious quicksand, would serve but to terrify and warn, and keep the wandering voyager far aloof."

Some members of the Honorable Court of Bishops have carried this doctrine so far, that they will not consecrate a church until its debts are fully paid. We honor the principle; but we think it equally applicable to an individual who ministers in the church, as to the church itself; and if this principle be correct, Bishop Doane's schools remain this day unconsecrated to the service of God, and the very chapel in which he leads the service of God, having been built with monies unduly obtained, or still unpaid for, remains either wholly unconsecrated to the worshiy of God, or, if consecrated at all, it is only that pseudo and fictitious consecration which unhallowed hands could give.

There is one other allegation in his Protest and Appeal, to which as a Churchman of New Jersey, and on behalf of Churchmen, we desire to call the attention of the public. On page 28 of his Protest and Appeal, he insinuates, if he does not positively affirm it, that the reason of his embarrassments, was because Churchmen promised him relief by contributions, which never came. This we

deny. We deny both branches of the proposition. We deny that Churchmen promised to render contributions, and we deny that his failure was in consequence of their not giving what was promised.

But the allegation in the last clause of this specification, *viz.*, that all the sums shown to have been expended by Bishop Doane on or about these Institutions, will not equal a moiety of his debts, is also proved to be true. For the debts are shown to amount to three hundred and twenty-one thousand dollars, and the expenditures are, as sta ted:

By J. A. Shreve, (*Report of Com., p.* 111) for College,	$35,000.00
For St. Mary's Hall,	40,000.00
And by Germain, for sustaining schools, from 1837 to 1845,	30,000.00
	$105,000.00

Now, if you add twenty thousand dollars for *sundries*, not re-collected, you have but one hundred and twenty thousand dollars, which is very far from being one-half of Bishop Doane's debts.

Specification III.

That he procured Michael Hays to indorse notes for him under pretence that he would use the notes indorsed only for the renewal of other previous notes whereon Michael Hays was responsible, and that he used them for other purposes, and thus increased Hays's liability nearly three fold, without his consent. This specification is proved by the affidavit of Michael Hays. (*See Appendix DD.*)

To induce Col. Hays to indorse his notes, he represented his schools as prosperous, and he promised Mrs. Hays, who was apprehensive her husband would get in difficulty by indorsing for him, that upon the honor of a man and the faith of a Christian, her husband should lose nothing by him. (*See Appendix EE.*)

Specification IV.

This specification is proved by the affidavit of Joseph Deacon, and by the letters of Bishop Doane, addressed to "*his dear friend*" Joseph Deacon. (*See Appendix C. and R.*)

Mr. Deacon swears that he had made up his mind not to indorse any more for Bishop Doane; and that on one occasion, in May, 1848, the Rev. J. Germain came out to his house and requested him to indorse a note, or notes, for the Bishop, which he, Deacon, refused; and soon afterwards the Bishop came himself and urged him to indorse again; that Deacon told him that he thought he had indorsed for him fourteen thousand five hundred dollars already. But the Bishop replied, no; that he had only indorsed for him eleven thousand five hundred dollars. The Bishop said he only wanted him to indorse notes to take up those already indorsed; and that he, Deacon, consented to do so, upon the Bishop's telling him they should be used for no other purpose; and also telling him that the schools *were prosperous*, and that he, Deacon, should never lose any thing. When the Bishop failed, Deacon found, to his astonishment, that his indorsements, instead of being eleven thousand five hundred dollars, amounted to double that sum, and he has been compelled to pay them. His liabilities were thus increased double without his knowledge or consent, and in direct violation of his, the Bishop's, agreement.

And that though in May, 1848, he told Deacon that his indorsements amounted only to eleven thousand five hundred dollars, (*see affidavit of Sarah Ann H. Deacon, Appendix FF.*) and promised Deacon that all subsequent indorsements should be used only to renew previous indorsements; that he went on and used these indorsements for other purposes until they amounted, by his own admission, to upwards of twenty-three thousand five hundred dollars. (*See Power of Attorney, Appendix GG.*)

Specification V.

The charge is, that he got Deacon to indorse a note of one thousand dollars, for the purpose of renewing two notes of five hundred dollars each, on which Deacon was liable as indorser, and that having thus obtained Deacon's indorsement, he misapplied the note of one thousand dollars to the taking up of a note of five hundred dollars on which Deacon was not indorser.

This is proved by Joseph Deacon. (*Affidavit, Appendix R.*) Also by the letter of Bishop Doane to Joseph Deacon, dated 20th December, 1848, in the following words:

"*Dear Sir:* Two notes of five hundred dollars each, with your name, done at Medford, can be continued in one of one thousand dollars. Mr. Germain will explain the case to you.

"Your faithful friend,

"G. W. DOANE."

And another letter, without date, (as all his letters to Mr. Deacon were, with the exception of the foregoing,) in the following words:

"Riverside, Thursday.

"*Dear Sir:* I saw Mr. F. Woolman yesterday, and again to-day, and he will make the arrangement. I am glad of this.

"I shall be very ready to enter into an arrangement with the Bank at Medford to pay off the five hundred dollars in instalments, say to begin in February. One hundred February, one hundred March, one hundred April, one hundred May.

"Very truly your friend,

"GEO. W. DOANE."

Specification VI.

This is proved by the affidavit of Joseph Deacon, (*Appendix R.*) by which it appears that he borrowed the money of William E. Page, and gave him his check for it. That the check was not paid when presented; that some time afterward he gave him his note, indorsed by Joseph Deacon, for five hundred dollars.

This note Deacon refused to pay Page in full, because he said the note was only indorsed to renew a previous indorsement, and that Bishop Doane had no authority to apply it to the payment of a debt due to Page; and that Deacon paid only two hundred and fifty dollars, although the note was for five hundred dollars, appears by Bishop Doane's acknowledgement under his hand and seal, dated the 10th of August, 1850. (*See Appendix HH.*)

Specification VII.

This is also proved by Mr. Deacon's affidavit, (*Appendix R.*) which shows that at the time the Bishop and his agents were raising the fifty thousand dollars loan, the Bishop came to Deacon and told him he must subscribe three thousand dollars. Deacon said, why should I subscribe. The Bishop said the loan was to take up his notes. That he finally consented to subscribe three thousand dollars towards the loan, and to give Bishop Doane his, Deacon's notes, payable at different times, amounting in the

whole to three thousand dollars, on condition that the Bishop should keep the notes himself, and not pass them away; and the Bishop promised he would keep them. But before the notes came to maturity the Bishop passed them away, and thus defeated the object Deacon had in view at the time he subscribed, *viz:* That of offsetting the amount of certain notes which Deacon had previously paid for the Bishop, and then had in his hands, against the notes which Deacon had thus subscribed on the condition that the Bishop should not pass them away; and Mr. Deacon thus found himself involved to the amount of three thousand dollars more. That the mortgages were not sufficient security, and that Bishop Doane knew it at the time he got the money from Deacon also. (*See Appendix Q.*)

SPECIFICATION VIII.

This specification is proved by the affidavit (*Appendix S.*) of Michael Hays, who swears expressly that he was induced to subscribe to the fifty thousand dollars loan on the positive assurance that from said loan thus raised, his indorsements for Bishop Doane should be paid.

The records of the former mortgages on this property show the prior incumbrances on it at the time this mortgage was instituted, and most of these mortgages are stated in the Appendix.

SPECIFICATION IX.

This specification is proved by the affidavits of Michael Hays and Joseph Deacon, and it is shewn that while some of the favored creditors were allowed to fund their debt, that is, to get security by mortgage for a debt which had not been previously secured, that others were induced to advance money under the belief that all the subscribers had done the same; and that if the fact had been disclosed that those who were to have the benefit of the mortgage were only those who had advanced money to the loan, very few of those who did subscribe money would have subscribed to the loan at all.

Bishop Doane in his pamphlet, page 45, does not deny that he stated that the amount of his indebtedness did not exceed seventy thousand dollars; nor that he estimated that fifty thousand dollars would enable him to pay all his debts except sixteen or seventeen thousand dollars.

And he also says, in his Protest and Appeal, page 46, "that a large portion of this loan took the shape of funded debt." By which we understand that certain of his creditors undertook to receive security by way of mortgage for a part of their debts, (for which they had no real security, and the condition of their subscription did not appear upon the face of the subscription paper,) so that other persons, who were not in the secret, might be led to suppose that the subscriptions were unconditional.

The letter of Bishop Doane, dated May 12, 1848, published in J. C. Garthwaite's pamphlet, page 8–9, says, the proposal was by Thomas B. Woolman and Mr. Dugdale, and others, to make up a loan of fifty thousand dollars. The certificate signed by said Thomas B. Woolman and others, in page 9 of said pamphlet, shows only that at a *meeting*, on the 15th of May, 1848, that it was recommended that subscriptions for "said loan be received with the understanding that creditors could fund their claims." But it don't appear that the recommendation was adopted, or made a part of the subscription, or communicated to all the subscribers. Nor does it appear that it was communicated to a single person who was not a creditor. Thos. B. Woolman and Edward Dugdale, the persons who proposed this scheme of *loaning money*, and then funded their debt, were creditors of Bishop Doane. The first for four thousand and thirty dollars and thirty-five cents; the second, two thousand seven hundred and ninety-four dollars and seventy-four cents, as appears by his list. And the other two gentlemen who were present when the funding the debt was recommended, were Thomas Milner, who was a creditor for two thousand nine hundred and fifty-one dollars and twenty-six cents, and William R. Allen, the President, and George Gaskill, the Cashier of the Burlington Bank, to which the Bishop was largely indebted at the time.

The creditors who funded portions of their debt are as follows, *viz:* Thomas B. Woolman, two thousand dollars; Thomas Dugdale, one thousand dollars; Franklin Woolman, one thousand dollars; Taylor and Dugdale, one thousand dollars; Thomas Dutten, one thousand dollars; William H. Carse, one thousand dollars; Edward Morris, five hundred dollars; Thomas Miller, five hundred dollars; William A. Rogers, five hundred dollars;

Wardrof J. Hall, five hundred dollars; Isaac A. Shreve, five hundred dollars; David Harmer, five hundred dollars; Rev. Jas. A. Williams, one thousand dollars; Alfred A. Sloan, three hundred dollars; George P. Mitchell, three hundred dollars; Thomas Hopkins and Son, three hundred dollars; William C. Myers, three hundred dollars; Charles H. Fennimore, three hundred and fifty dollars; William Stone, three hundred dollars; Francis Roth, three hundred dollars. These amount to but twelve thousand one hundred dollars. There must have been more persons who funded their debts, but which persons in particular, we have not been able to ascertain. For Mr. Germain, in testimony before the Committee, page 78, says, "The larger part was in notes and funded debts, so that the Bishop obtained very little ready money."

SPECIFICATION X.

This will be proved by Mr. Stubbs. Mr. Stubbs says he offered to pay him the sum of one thousand dollars, in consideration of his giving him proper security. The Bishop declined receiving the money, until he had the opportunity of a *night's reflection*. He certainly did not require a *night's reflection* to decide whether he wanted the money, for he was so pressed for money at this time, that the committee tell us he was paying two per cent. a month for it. It was, therefore, not only his interest but his duty, to obtain money at the legal rate of interest, and thereby save eighteen per cent. a year. Why he wanted a *night's reflection*, unless it was to enable him to devise some plan whereby he might obtain the money without giving the proper security, it is difficult to devise. In the morning, Bishop Doane saw his way clear to obtain this money, without complying with the condition upon which alone it was offered to him; and see now with what consummate art he proceeded to accomplish his object.

"The next morning," says Mr. Stubbs in his pamphlet, page 7, "Bishop Doane said he would take the money, and immediately wrote a receipt for the same, accompanying the receipt with a promise that he *would give satisfactory security, without delay.*" His agreeing to take the money, necessarily implied that he was to take it upon the condition offered, *viz.*, that of giving proper security immediately. Bishop Doane was not such a novice in

borrowing money, as not to know that with all business lenders of money, the receipt of the security is a condition precedent to the payment of the money. Did he ever obtain money upon his notes from a bank or a broker, without their first having the security in hand? Why did he not deal with his credulous presbyter, who he knew was a mere trustee, upon terms as fair and just as when he dealt with a bank or a broker? Because the latter would not take his word for security; but the former he knew would not dare to doubt his word, much less to tell him so. The Bishop, therefore, takes advantage of the ignorance and timidity of his poor presbyter, and of the prestige of his own official dignity and sanctity, and says, "I'll take the money," and without any hesitation the money is handed over to him. When he got the money, did he offer any security? No! He sits down very coolly, and "*writes a receipt* for the money." (*See Stubbs's pamphlet, page* 7.) Wonderful condescension in the Bishop to his presbyter! Well, what does he put in the receipt? As he did not give the "*proper security*," of course he would give a written promise in the receipt, that the "*proper security*" should be forthcoming in due time. But read what Mr. Stubbs says on this subject, and you will perceive the Bishop does not deal with his presbyter in such a business way. He says he wrote "a receipt for the same, accompanying the receipt with a *verbal* promise that he would give him satisfactory security, without delay." Well, what then. "The Bishop returned to Burlington with the money in his pocket," and the Rev. presbyter tells us, "soon after" Bishop Doane did what? redeemed his promise? No! Hear what the presbyter says: "Bishop Doane sent him his bond, with a power-of-attorney attached." What do you think of such a redemption of a Bishop's promise? Bishop Doane might as well have sent to the Rev. presbyter a "case of *green spectacles*" for any valuable purpose, (except that the Bishop might have supposed that a presbyter so "*green*" did not require any thing to make his vision more *verdant*.) But even Mr. Stubbs, *green* as he was, and with all his faith in the Bishop's promises, tells us (*in page* 8 *of his pamphlet*) "that *he was not perfectly satisfied with it;*" and he would have been still less satisfied, if the Bishop had told him, as he ought to have done, that he had put an additional mortgage of fifty thousand dollars on his

property, in June, eighteen hundred and forty-eight, making the amount of the incumbrances upon his real estate, at the time he borrowed the money, some fifteen or twenty thousand dollars more than it was worth, and that his library was also pledged for as much or more than it would bring. But it was no part of a Bishop's duty to instruct a presbyter in such worldly matters, and therefore the Bishop left his friend under the pleasant delusion "*that at the time the security was given*, it was unquestionably good." It is rather unfortunate for the judgment of Mr. Stubbs, upon this question of security, that he comes in direct conflict with the judgment of the committee of the Bishop's friends. They tell us, in page 25 of their Report, "that the bond and warrant-of-attorney above, was *no security*." Well, if it was no security, then that part of the specification of the three Bishops, above quoted, which states that the Bishop, "after promising to give proper or *satisfactory* security, sent only a bond and warrant-of-attorney, which was not satisfactory, and was no security," is fully sustained.

When an executor or trustee, instead of executing any trust as he ought, as by laying out the property either in well secured real estates, or in government securities, takes upon himself to dispose of it in another manner; or where, being entrusted with stock, he sells it in violation of his trust—in every such case, parties beneficially entitled, have an option, to make him replace the stock or other property.

2 *Story, Eq. Sec.* 1263. *Pococke vs. Reddington*, 5 *Ves* 800, (799.) *Harrison vs. Harrison*, 2 *Blk.*, 221. *Earl Powlet vs. Herbert*, 1 *Ves Jun.*, 295. *Byrchell vs. Bradford*, 6 *Mad Ch.* 235. *Hill on Trustees*, 378.

So if a trustee should invest trust money in mere personal securities, however unexceptionable they might seem to be, in case of any loss by the insolvency of the borrower, he would be held responsible; for in all cases of this sort, courts of equity require security to be taken on real estate, or on some other thing of permanent value.

2 *Story, Eq. Sec.* 1274. *Adye vs. Feuilleteau*, 1 *Cox, Rep.* 24. *Ryder vs. Bickerton*, 3 *Swan's Rep.* 80. *Holmes vs. Dring*, 2 *Cox, Rep.* 1–2. *Wilkins vs. Steward, Cooper Eq., Rep.* 6. *Hill on Trustees*, 378.

These authorities show that Mr. Stubbs committed a breach of trust, in loaning the money to Bishop Doane.

But a person colluding with an executor in a breach of trust, or a known misapplication of the assetts of the estate, is made responsible for the property in their hands.

2 *Story, Eq. Sec.* 1257, 1 *ib., Sec.* 4223, *Hill vs. Simpson*, 7 *Ves* 166.

Bishop Doane, in his confession, says: "He also, in entire confidence in his ability to replace them, made use of certain trust funds in a way which he deeply regrets." Whether he means this admission to apply to the trust funds which he obtained of Mr. Stubbs, is uncertain. It may be intended to apply only to the next Specification, which is the using of the money of his ward, George D. Winslow. But the law would hold him liable for colluding with Mr. Stubbs in this breach of trust.

Specification XI.

This is proved by the Protest and Appeal, page 28, and by the testimony of Mr. Germain, before the Committee of Investigation, page 71.

That he knew his notes were no adequate security, is proved by the fact that he could not raise money on his own paper, even with Germain's indorsement. He had to get the names of other indorsers, to give credit to his paper.

Mr. Germain, in his testimony before the Committee of Investigation, page 72, says: "I considered the Bishop's notes perfectly good at that time. During the same time, I think in eighteen hundred and forty-six, seven and eight, I advised my brother to invest his money in the same way." Now it appears, on page 77 of his testimony, that though he considered Bishop Doane's notes perfectly good without indorsement, yet after he had himself indorsed them, money could not be raised on them; and that, in order to raise the money on them, it was necessary to pay a large premium for Hays's indorsement; and the question cannot fail to present itself to the mind of any man of ordinary capacity, (and Mr. Germain could hardly have failed to have asked himself the question,) if no bank or broker will loan money on Bishop Doane's

note, with my indorsement,* without having Hays's indorsement also, why should I loan trust moneys to Bishop Doane, on his own note, without any indorsement? Mr. Germain, then, must have known that Bishop Doane's notes were not at that time considered *perfectly secure* by any one, and the wilful jeopardizing that trust money could only have been brought about by the undue influence which Bishop Doane's position exercised over this timid and unresisting presbyter.

And it is further manifest, that he must have practised deception on R. J. Germain, by concealing the amount of his indebtedness and of his ability to pay, or Germain, as a man of ordinary sense, could not have been induced to loan him upwards of fifteen thousand dollars, without any security but his promissory note, and this too when the greater part of the money did not belong to him. R. J. Germain admitted he lent him the Episcopal Fund, amounting to seven thousand four hundred and seventy-six dollars and fifty-one cents. And in his testimony before J. Wilson, Esq., he swears that he loaned him, in January, eighteen hundred and forty-nine, on his own note, five thousand nine hundred and four dollars, and that he had loaned him, at various times, and there was due to him at the time of his assignment, two thousand dollars more, making fifteen thousand three hundred and eighty dollars and fifty-one cents loaned upon Bishop Doane's paper, without security, (*see Appendix T.*) The man who lent this sum of money, must either have been a fool or a knave, or else he must have been deceived. Germain was neither a fool nor a knave, and therefore

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* Mr. Germain was the principal indorser of Bishop Doane on his notes, as the protest book of John Rodgers, Esquire, Notary Public in Burlington, and also the protest book of the late Amor W. Archer, show. One of the laymen has several of these indorsements in his possession. The notes are printed blanks, filled up. The following is a copy of one of them:

BURLINGTON, 16 *December*, 1848.

Three months after date, I promise to pay to the order of R. J. Germain, seven hundred dollars, without defalcation, for value received.

G. W. DOANE.

Indorsed,

R. J. GERMAIN.
JOSEPH DEACON.
G. W. DOANE.

he must have been deceived, or so overcome with the weight of the official character and dignity of the Bishop, that he could not resist his importunities.

That it was not disclosed to the Convention, until after the vote was taken on Mr. Halsted's resolution of inquiry, in May, eighteen hundred and forty-nine, is known to every member of the Convention who was present on that evening, when Bishop Doane (after the information had been reluctantly drawn out by a series of questions propounded by the Rev. Mr. Sherman) got up in Convention and acknowledged that he had borrowed the money. "That it was not secured until after his failure," is also proved by the minutes of the Convention of eighteen hundred and fifty.

Bishop Doane's confession, above stated, extends to this charge, and the remarks applied to the preceding charge, are equally applicable to this also.

SPECIFICATION XII,

Is, that he violated his trust, as guardian of the child of the late Rev. Benj. D. Winslow. He admits this specification. (*See Protest and Appeal, page* 42*; also Assignment, page* 29*, where George D. Winslow is put down as a creditor for one thousand dollars.*)

A trustee who commits a plain breach of trust, is not protected from the consequences, by the circumstance that he honestly took and followed the advice of his solicitor.

Doyle vs. Doyle, 2 *Schoale*, 1 *Lefroy*, 243. 2 *Spence's Eq. Jur.*, 919. *Wick vs. Walker*, 3 *Mylne and Craig*, 706–8–10.

The same authorities cited in support of the two preceding specifications, are applicable to this; and we will add another. Lord Kenyon, Master of the Rolls, in the case of Holmes vs. Dring, (2 *Cox, Rep.* 62,) says: "It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee; for an act may very probably be done, with the best and honestest intentions; yet no rule in a court of equity is so well established as this."

But the relation of guardian to his ward, is one of the most important and delicate trusts. All the principles in regard to trusts of other natures prevail in this, with a larger and more comprehensive efficiency. 2 *Story, Eq., Sec.* 317.

In all transactions between them, even after the ward has arrived at age, the utmost good faith (*uberrima fides*) is required on the part of the guardian.

1 *Story, Eq., Sec.* 317. *Hylton vs. Hylton*, 2 *Ves*, 548–549. *Wright vs. Sneed*, 13 *Ves*, 136–138. *Wood vs. Dunn*, 18 *Vez.*, 126.

But there is a circumstance of aggravation attendant upon this charge, which gave it a double edge, by which a two-fold injury was inflicted—an injury not only to the orphan, but to his widowed mother. Not content with taking the money of his ward, he had actually succeeded in getting the mother of the said child, *viz.*, Augusta C. Winslow, to be his security to the amount of two thousand dollars on his guardianship bond; so that she is rendered liable on this bond to make up the money taken by Bishop Doane from her child. (*See copy of Guardianship Bond, Appendix S.*) It further appears by his Protest and Appeal, page 42, that the amount of the legacy was three thousand dollars, and that part of it belonged to Mrs. Winslow and part to her child. He says a part of it has been paid to Mrs. Winslow, but he don't tell us when nor how much. We hope the first money raised by the Diocese for the liquidation of Bishop Doane's debts, will be applied to the payment of the debts due to the widow and the orphan.

Specification XIII.

This was not one of the original charges sent by the laymen to the Three Bishops, but it is a charge presented by those Bishops themselves, upon such evidence as satisfied them of its truth; the evidence, as we understand it, came from the Cashier of the Camden Bank. We had no doubt of the truth of the charge when it was presented by the Bishops, and our conviction of its truth is further strengthened by the fact that one of the Counsel of Bishop Doane, only a short time before the last session of the Court of Bishops, paid to the Cashier of the Camden Bank the amount of this debt, as we were informed by a gentleman of veracity who resides in the city of Camden. Why this Cashier should be paid while the widow and the orphan are left unpaid, we leave it to every man's sense of justice to imagine.

Specification XIV.

This specification is proved, first, by the evidence of George

Gaskill, Cashier of the Burlington Bank, who in his examination before the Committee of Investigation, page 86, says:

"I recollect a check of the Bishop, drawn on the Burlington Bank in favor of the Cashier of Princeton Bank, for two thousand two hundred dollars, which there were no funds to meet when it was presented at the Burlington Bank, but whether there were funds to meet it when drawn I cannot say."

Second, by William B. Price, who in his examination before the Committee, page 69, says: "I think on the 2d of July, 1848, the Bishop asked me if I had any money I could loan him; I told him I had, and asked the amount he wanted; he answered, about two hundred and fifty dollars. I drew him a check for that amount, and he then gave me his check for that amount, payable in one week, or thereabout. Some time in the beginning of the following week, I presented his check to the Mechanics' Bank of Burlington, on which it was drawn, and the Cashier told me there was not sufficient money there that day to pay it."

Thirdly, the Protest book of John Rodgers, Esquire, Notary Public at Burlington, shows that on the 14th of December, A. D. 1848, a check of Bishop Doane's, payable to John R. Slack, for the sum of sixty dollars, was protested.

Mr. Halsted, as Attorney for the owners, has in his possession, ready to be exhibited to any one who desires to examine them, the following checks of Bishop Doane on the Mechanics' Bank of Burlington, which were presented to the Bank and there was no money to meet them, *viz:*

Check payable to bearer, dated Nov. 10, 1848, for			$114.00
"	"	to Joseph Deacon, dated Nov. 11, 1848,	50.00
"	"	to " " " Nov. 17, "	50.00
"	"	to " " " Nov. 25, "	50.00
"	"	to " " " Jan. 15, 1849,	25.00
"	"	to Cash, dated Jan. 20, 1849,	25.00
"	"	to " " Feb. 20, "	18.75

It is not our object to adduce, even if we were able, all the evidence which the Three Bishops had at their command to prove all the charges, but only to shew that we had sufficient grounds on which to ask that an inquiry might be made into these matters. We shall refrain from swelling this publication by adducing any further evidence than we deem necessary for our vindication.

The heedlessness with which Bishop Doane plunged into debt to every person who would trust him, shows an utter disregard, not only of those principles of prudence by which men of ordinary morality are governed, but a total violation of those evangelical precepts which should be the guide of a Christian minister. The avidity with which he grasped at the money of other people, the prodigality with which he expended it, appears to us to be totally incompatible with the precepts of Gospel morality. St. Paul says, "Having food and raiment let us therewith be content. But they that will be rich fall into temptation and a snare, and into many foolish and hurtful lusts, which drown men in destruction and perdition. For the love of money is the root of all evil, which while some coveted after they have erred from the faith, and pierced themselves through with many sorrows. But thou, O man of God, flee these things."

But let us refer again to the celebrated sermon of Bishop Doane, before alluded to, and see what he says on the subject. "We claim," says he, "to be the Apostolic Church. Then we must shew the signs of the apostles. We must be followers of Paul, as he was follower of Jesus Christ." Now, we have not been able, with all our research, to find any record that the apostles or our Savior ever owed to the amount of a Hebrew Shekel or a Roman Denarius which they did not scrupulously pay. But it is recorded of our Savior that he worked a miracle to obtain the piece of silver with which to pay the tribute due to Cæsar. And this simple record points out to us, in a most significant manner, the extraordinary efforts every follower of Christ should make to pay his debts.

But the Scriptures not only warn us to beware of false prophets, they tell us to try them. Thus, John iv. 1, says: "Beloved, believe not every spirit, but try the spirits whether they be of God. Because many false prophets have gone out into the world."

And the rules by which we are to try them are clearly and emphatically laid down. Thus Paul, in his Epistle to Timothy, says: "A Bishop should be sober, of good behavior, not given to *wine*, not guilty of *filthy lucre;* moreover he must have a good report of those that are without, lest he fall into reproach, and the snare of the devil."

Again we are told, "by their fruits ye shall know them. But

the *fruit* of the spirit is love, joy, peace, long suffering, gentleness, goodness, faith, meekness, temperance."

Bishop Doane, in one of his discourses, speaking of this text, says: "Observe, the result is to be *fruit*, not *leaves* or flowers." It is very unfortunate, we think, for the Bishop, that the result was not leaves. For if his piety was to be judged of by his leaves, few would be able to attain a more exalted position. For they are

> "Thick as Autumnal leaves that strow the brooks
> In Vallombrosa."

Unluckily for the Bishop, his leaves are not formed of such frail and perishing materials as autumnal leaves. These may be dissipated by the winds, or dissolved by the dews, and rains, and frosts, of winter, or converted into food for man, or beast, or plant. But the leaves of Bishop Doane can neither be dissipated by the winds, or dissolved by the dews, or converted into food for man, or beast, or plant. They are not strowed in brooks, but they are found in the desks, or drawers, or pockets of his creditors, where they are preserved as enduring mementoes of the High Honor which Bishop Doane has conferred upon the Church by his *works*.

Specification XV.

This charge, that he induced Sarah C. Robardet to loan him three thousand dollars on a promise to give her security worth six thousand dollars, we are satisfied, from the best authority, that this would have been proved by Mrs. Sarah C. Robardet. She is a lady with whom we are unacquainted, and we have not thought it worth while to ask her to make an affidavit of the facts. Because we think the substance of the charge is fully proved by the following evidence:

1. The abstract of the mortgage from George W. Doane and wife to William Chester, bearing date on the 26th day of May, A. D. 1846, for the sum of two thousand five hundred dollars. (*See Appendix V.*)

2. The abstract of the mortgage from G. W. Doane and wife to Sarah C. Robardet, for the sum of three thousand dollars, dated the 11th of March, 1847. (*See Appendix M.*)

3. A certificate from Joseph F. Burr, Clerk of Burlington

County, under his seal of office, dated 10th of September, 1853, certifying that the mortgage to William Chester, of two thousand five hundred dollars, is still existing on the record uncancelled. (*See Appendix V.*)

4. The certified copy of the assignment of Bishop Doane and inventory of real estate, with the oath of Bishop Doane attached. (*See Appendix C.*) This document contains the following language: "No. 3, a farm containing twelve acres, more or less, lying between Burlington College property and the Railroad, subject to a mortgage to William Chester for eight hundred dollars, also to a mortgage to Sarah C. Robardet for three thousand dollars, valued at four thousand dollars."

Now Bishop Doane, on page 30 of his Protest and Appeal, tells us "that his real estate was valued by the assignees themselves, after consultation with several persons acquainted with the property; and the best evidence that they were well advised, is, that six months after the assignment was made, all this property was exposed to public sale, open to competition from every quarter, and brought precisely the price at which it was valued." Bishop Doane also swore to the valuation. We take it for granted, therefore, that this twelve acre lot, No. 3, mortgaged to Mrs. Robardet for three thousand dollars, was worth at the date of the assignment, *viz.*, on the 29th of March, 1849, exactly three thousand eight hundred and one dollars. Now if this is true, how could it have been, on the 11th of March, 1847, when he mortgaged it to Mrs. Robardet, good security for five thousand five hundred dollars? It was at that time mortgaged to Chester for two thousand five hundred dollars. Why then did he impose it upon Mrs. Robardet as security for one thousand six hundred and ninety-nine dollars more than he knew it to be worth? If this is not proof of his taking an undue advantage of a confiding woman, we do not know what amount of evidence will prove it.

Specification XVI.

This charge is not one of the original charges of the three laymen, but it is one presented by the three Bishops, and it is substantially proved by the letter of Herman Hooper to the Committee of Investigation, dated June twenty-first, eighteen hundred and fifty-two, (*Report of Committee, page* 142.) This letter was

written after Hooker had been paid by the proceeds of the sale of that mendacious, calumnious and blasphemous pamphlet, the Protest and Appeal, and was written with a view of palliating the transaction, as far as possible. And yet this is the statement as made to Bishop Doane himself: "You purchased some books of me for your parish library, amounting altogether, I think, to about fifty dollars. You requested me to charge them to you, which I was ready enough to do. I think it was something like a year before the assignment. When that event was published, remembering that the books were for *the parish library*, and thinking, perhaps the Church was bound to pay for them, I wrote to Mr. Milnor, as I understood, of the Vestry. I did this, not willing at the time to add to your troubles, by calling your attention to it. Mr. Milnor replied, in substance, *that the money had been put in your hands to purchase the books*, and the books had been placed in the library for the same, saying he thought the facts had passed from your mind, desiring me to write to you, which I soon after did, *but received no reply* from you, and there the matter rested."

The representation made by Hooker to one of the three Bishops, and which we have in the Bishop's handwriting, is as follows:

Hooker said—"That when Bishop Doane applied to him for books, he (Doane) *did not say he had the money for them.* He (Hooker) knew then *his credit was not good.* About a year after, not having heard from him about the pay, he (Hooker) wrote him, and got no answer. When he saw the *debt was not mentioned in the assignment*, he wrote to Thomas Milnor, who answered, that the money had been *collected and paid Bishop Doane*, and he had *settled with the Vestry*, and he (Milnor) thought Bishop Doane must have forgotten it. Hooker wrote Bishop Doane again, and *got no answer.* He received not the least word or observation from him about it, although Bishop Doane had been in his store, particularly when he applied to him to allow him to place his Appeal and Protest at his store for sale. At last, when the Committee of the New Jersey Convention was sitting in Burlington, and after Hooker had declined attending it, Bishop Doane went to him and asked him to go before it, saying that the case in which Hooker was involved, gave him more pain than almost any other. Hooker declined going, but said he would write a letter. He then

said to Bishop Doane, that he (Doane) had taken no notice of any of his letters; that by the sale of the Appeal, &c., he (Hooker) had got into his (Doane's) debt, and he should pay himself out of that. So that the debt for the books remained unpaid in any part until then, and unnoticed in any way by Bishop Doane until then. Hooker says he wrote his letter very cautiously and with reserve."

Specification XVII.

This specification includes the names of all the persons who were induced to loan parts of the sum of fifty thousand dollars, and other debts to the amount of seventy-nine thousand dollars, after he was insolvent, without disclosing his real condition.

The evidence to support this charge, is found in the mortgage to Sarah C. Robardet, (*Appendix M.*) In the assignment of Bishop Doane, where Thomas Dutten is put down as a creditor to the amount of two thousand four hundred and ninety-four dollars and thirty-one cents; William B. Price for four hundred and fifty-one dollars and three cents; Rev. A. Stubbs for one thousand dollars; Michael Hays for seventeen thousand five hundred dollars; Joseph Deacon for twenty-three thousand four hundred and fifty dollars; William H. Carse for five hundred and nineteen dollars and thirteen cents. Also the affidavits of Michael Hays and Joseph Deacon (*Appendix DD and B.*) Letter of Mary Carse, dated February twenty-six, eighteen hundred and fifty, also of March seven, eighteen hundred and fifty, (*Appendix W.*)*

It is proved by the mortgage of Bishop Doane to Isaac B. Parker, Thomas Milnor and others, (*Appendix Q.*) Also by the pamphlet of Alfred Stubbs, entitled "A Pastoral Letter in reference to the charge of false representations made against the Bishop of New Jersey." It is proved by Bishop Doane's Protest and Appeal, pages 26, 27, 42, 43, 44. It is proved by his assignment, (*Appendix C.*)

It is because Bishops are the lights of the Church, that they are so to let their lights shine before men, that they may see their good

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* We have copies of several other of the letters of Mrs. Carse to Bishop Doane, equally rich and severe; and it was doubtless nothing but the vigor of her pen and the fear of exposure, which ever induced the payment of her husband's debt.

works, and glorify their Father which is in Heaven. If they violate the laws of God, which they are ordained to preach, they become most fearful and dangerous stumbling blocks to them that are weak.

If practices such as those of which Bishop Doane is accused, are tolerated in the heads of the Church, what may we not expect in the pastors, and if these practices become common with the preacher, what may we not expect from the people. How long will it be, under the influence of such examples, before we shall find our Priests adopting the custom which it is said prevails in Mexico, of going from the Communion to the cock-pit, from the church to the theatre, from the house of God to the gambling table? If we wish to have our religion pure, we must have a Priesthood undefiled, for example speaks louder than precept. In the language of Hooker, "He who would set the hearts of men on fire with the love of Christ, must himself burn with love": and Bishop Doane, in his Triennial Charge, published in eighteen hundred and forty-eight, says: "So must our preaching, reverend brethren, be delusive and destructive, if we frame not our lives in humbleness and holiness, and heavenly-mindedness, in self-denial, self-devotion and self-sacrifice, upon the model of the Crucified."

We are told, also, that the prayer of the righteous availeth much, but the sacrifice of the wicked is an abomination unto the Lord. The Lord is far from the wicked, but he heareth the prayer of the righteous. Is it to be contended, in opposition to such plain and explicit declarations, that it matters not whether a Bishop is a righteous man or not; that if he is only invested with the surplice or the gown, that all his sacred functions can be as well performed, and will be as effectually blessed to the salvation of souls, as if he was a sincere and humble follower of his Lord and Master?

Specification XVIII.

This states a fraud upon Michael Hays, in giving him an assignment of his wife's annuity, when he had previously assigned it to Edward N. Perkins and Joseph Deacon, and is proved by the agreement and power of attorney, (*Appendix GG and HH,*) and

by a certified copy of the record of the suit against the trustee, (*Appendix W,*) and by the affidavit of Michael Hays, (*Appendix DD,*) and the Protest and Appeal, page 43.

The conduct of Bishop Doane towards Michael Hays, in this matter, was an express violation of St. Paul's declaration, who says: "That no man go beyond, and *defraud* his neighbor in *any* matter; because that the Lord is the avenger of all such, as we also have forewarned you and testified."—1 *Thess.*, iv., 6.

It is, moreover, a direct violation of the command of our Savior, "Defraud not." *Mark*, x. 19.

One of the allegations in this specification, presents an extraordinary and most aggravated injury against Michael Hays. He first enters into agreement with Hays, to induce him not to set up any defence of usury in the suits brought against Hays for the Bishop's debts, upon the agreement to secure Hays the one-half of what he should be compelled to pay for him, Doane, and to give Hays a power-of-attorney to receive one thousand dollars a year from the trustees of Mrs. Doane; and then, having thus prevented Hays from defending himself on the plea of usury, turns round and defrauds Hays, by allowing his step-son, Edward N. Perkins, to set up as against Hays the making of an order upon the trustees for the payment of this very money. We say *allowed* him; we may say, further enabled him to prevent Hays from receiving the stipulated annual payment. Now it will be observed, by turning to *Appendix W*, that the agreement entered into between George W. Doane, and Eliza Doane, with Michael Hays, by which the latter was to receive one thousand dollars annually from the trustees of Mrs. Doane, bears date on the twentieth of August, eighteen hundred and forty-nine, and the power-of-attorney to Hays, on the thirtieth of October, eighteen hundred and forty-nine. Could it be believed, that any man of common honesty, could lend himself or unite with any one to defeat his solemn agreement, made under such extraordinary circumstances? And yet we find that the trustees decline the payment of the one thousand dollars to Hays, upon the ground that Bishop Doane had indorsed to Edward N. Perkins an order, in the following words:

THOMAS H. PERKINS and WILLIAM H. GARDNER, Esq'rs, } *Executors of the Will of the late James Perkins, Esquire.*

Pay to the order of G. W. Doane, fifteen hundred dollars, being a quarterly payment of my annuity under the said will, due this day.

ELIZA G. DOANE.

Burlington, 1st October, 1851.

Pay to the order of E. N. Perkins.

G. W. DOANE.

Thus it appears that the obstruction to Michael Hays's receiving the money, under his agreement with the Bishop and his wife, is this order, payable to the Bishop himself, and by him indorsed to his step-son, Edward N. Perkins.

Is any thing wanting to add to the grossness of this fraud and injustice practised on Michael Hays? If so, we might find it in the fact disclosed in the agreement between Eliza G. Doane and Joseph Deacon, with the assent and entire ratification of George W. Doane, in Appendix GG. This agreement bears date four days after the agreement with Hays, and it stipulates to give Deacon a power-of-attorney to receive of the executors of James Perkins the sum of one thousand dollars annually, on the first day of January in each year, till one-half of his debt is paid. But this agreement contains this significant clause: "Which power-of-attorney the said Deacon is to present to the executors, only in the event of G. W. Doane's failing to pay the same."

To how many more of his creditors he gave similar orders to receive money of the executors of his wife's late husband, and how many more have been prevented from receiving their money by his giving subsequent orders in favor of his step-son, we leave our readers to conjecture.

Where do we find, in the examples of his lowly and humble Master, any thing to warrant such conduct? It is in vain for a Bishop of the Church of the Redeemer to preach eloquent sermons, when the whole course of his life gives the lie to his precepts. In the language of the author of "*New Themes for the Protestant Clergy*," "There is nothing now so much needed by Christianity, as an earnest exemplification of Christ's *teachings*. This would preach louder than a thousand voices. This would be more eloquent than ten thousand volumes. This would carry

conviction where no human instrumentality could ever penetrate." We do not deny that an infinitely merciful and infinitely powerful Creator may make use of a wicked instrument to produce good, and that a meek and inquiring mind may, through the Divine grace, derive hope and consolation from the words of truth preached even by profane lips, as our Creator made use of the raven, an unclean bird, to feed his Prophet, Elijah. Yet these may be considered as exceptions to the ordinary operations of the Spirit, who usually works by means. The maxim given by Horace, in relation to the art of speaking, is founded in nature, and is equally applicable to religion:

"Si vis me flere flendum est tibi."

And so, if the preacher wishes his hearers to be religious, the most efficacious way to convert them, is to set them a holy example. But we need not refer to profane authority, on this subject, when we have the authority of the sweet Psalmist of Israel. To the questions, "Who shall ascend into the hill of the Lord, and who shall stand in His *holy place?*" he answers: "He that hath *clean hands* and a *pure heart;* who hath not lifted up his hand unto vanity, nor *sworn deceitfully.*"

SPECIFICATION XIX.

This is proved by the pamphlet of Mr. Binney, which the Investigating Committee, or rather the Convention of the Diocese of New Jersey, directed to be laid before the Court of Bishops.

Mr. Binney (on page 20 of said pamphlet, in his letter of 17th May, 1847,) expressly says, "I am not a subscriber to the new Church edifice, and have never authorised any person to subscribe my name, or represent me as a subscriber to it."

Now, does Bishop Doane in his own statement of what occurred between him and Mr. Binney, contradict in any way that Mr. Binney did not authorise him to subscribe his name? (*See Bishop Doane's letter of 28th May* 1847, *page* 27 *of Mr. Binney's pamphlet.*)

It is to be remarked, Bishop Doane does not pretend that he asked Mr. Binney's permission to *subscribe* his name, but if he might *use* it, and the reply was, "*certainly,* with the understanding I have stated."

Now it is apparent that when Bishop Doane put the question to Mr. Binney and requested permission to *use* his name, he did not intend to be understood by Mr. Binney as asking liberty to *subscribe* it. If that was his object, why not make use of the word *subscribe?* Why make use of the ambiguous term *use?* But again, why ask leave to *subscribe Mr. Binney's name?* Mr. Binney was able and always in the practice of *subscribing* his own name. If he had been guilty of the folly and impudence to have asked Mr. Binney for permission to *subscribe* his name, what would have been Mr. Binney's answer? Would it not have been, Sir, I can sign my own name when I think proper.

Every other name on that subscription, at that time, was an autograph; why should not Mr. Binney have the privilege of putting his autograph? Was there any such intimate confidence subsisting between Mr. Binney and himself as to authorise such an extraordinary request? None is shewn. He dare not, therefore, ask permission to *subscribe* his (Mr. Binney's) name; he did not do it. And if at the time he asked permission to *use* Mr. Binney's name he intended to construe it as synonymous with the word subscribe, then it was a deception on Mr. Binney.

The construction which Bishop Doane gives Mr. Binney's words, is in direct violation of that rule of construction laid down by Dr. Paley, who tells us that when the terms of a promise admit of more senses than one, the promise is to be performed in that sense in which the promisor apprehended at the time that the promisee, or person to whom the promise was made, received it. *Paley, Mor. Phil.* 99.

The question is not, therefore, what meaning did Bishop Doane attach to the word *use*, when he put the question, but what meaning did Bishop Doane suppose that Mr. Binney attached to it when he gave the answer.

Did Bishop Doane suppose that Mr. Binney understood him to ask his permission to write an unconditional subscription to that paper? Does Bishop Doane any where pretend or assert that he supposed Mr. Binney so understood the permission he gave?

The most that he says, is, "I entered his name upon a clear understanding that he authorised me to do so."

This allegation Mr. Binney shows to be clearly and utterly false.

But to come back to the Bishop's statement of the conversation. He from that undertakes to prove his authority, and he says that this statement contains *admissions* by Mr. Binney which warrant the use of his name. Now, unfortunately for the Bishop, his own statement of Mr. Binney's conversation and acts, show that there is no such *admission*. It shows conclusively that Mr. Binney not only did not authorise him to subscribe, but that Mr. Binney had the paper in his hand, and had an opportunity to subscribe it, and declined it. The Bishop's own letter is sufficient to condemn him, in the mind of any intelligent, judicious man.

Mr. Binney, in his reply to part of the Report of the Diocesan Convention of New Jersey, in the case of Bishop Doane, dated Philadelphia, 13th December, 1852, on page 11 of his pamphlet, speaking of this charge of the Four Laymen, and of the reply Bishop Doane gave to it in his Protest and Appeal, page 40, which is in the following words: "It need hardly be said that the subscription was made under the impression that it was authorised by Mr. Binney. If it were not, of course payment would be refused. In any event, it could confer no personal advantage on the undersigned."

After reciting this reply, Mr. Binney makes the following remarks: "And this is the whole answer of Bishop Doane to that charge; a charge presented against the Bishop, imputing to him immorality, a corrupt intention, an intentional wrong; and it is answered by Bishop Doane as no such charge was ever before answered by any man.

"If any one will go back to Bishop Doane's letter to Thomas Milnor, of the 28th May, 1847, he will see, without my prompting, what sort of corollary this answer is to the averments, positive and circumstantial, spread over the five closely printed pages of that letter; positive, explicit, repeated assertion of authority derived from me, 'from my very words,' from all the language and circumstances of the two interviews between us, the second interview purposely sought by him, 'with iteration,' to make assurance doubly sure, and the authority pertinaciously asserted after my positive denial, and declared by himself to have been undoubtingly exercised in the subscription of my name; he will see upon so going back, that my own denial was denied, my ifs

pulled out by the roots, and Bishop Doane's buts planted in their place, the condition expressly annexed by me to the promise of future aid, that the Church should be built according to a plan that I should approve of, denied, and also derided as a venal exception from all the liberality he had met with in obtaining more than thirteen thousand dollars; this, and all this, the reader will find by going back to that letter. It is the letter of Bishop Doane to Thomas Milnor, and nothing but the letter. And now the reply of Bishop Doane to this charge of immorality, given by him in the face of an overhanging presentment, is this, and only this: 'It need hardly be said, that the subscription was made under the impression that it was authorised by Mr. Binney.' '*It need hardly be said!*' Why, it was the thing of things that did need to be said, plainly and explicitly, affirmatively and emphatically, beyond and before all other things, in preference and substitution of all other things. It did need to be said, as the only answer to the charge of immorality, if he did not assert my authority for the act, and the sufficient one, if he said nothing about my grant of authority. It did need to be said, not only from the course I had taken in my printed remarks upon the very point of his sincerity and belief, but because, by not saying so, or by saying what he has said, he has not confessed and avoided, traversed or denied any thing that is contained in the charge. He has simply avoided saying anything about it. He does not deny the charge at all. He does not assert the authority at all. He does not assert his impressions of such an authority. He says only—'it need hardly be said.' He stands mute to the understanding of the reader. He stands mute to his own memory. He flourishes a foil, and does no more. Was the like of this ever seen before, in answer to an accusation of immorality. Would any calm, clear, self-supported man, in the presence of such a charge, so easily disavowed if the impeachment of it was unjust, resort to a form of answer, which, in the understanding of all men, is either an intentional evasion of a direct answer, or the affectation of raising the respondent above the possibility of accusation, even while he has the accusation before his eyes."

Specification XX.

This specification is that the subscriptions which Bishop Doane procured were conditional. It is proved, that in subscribing for the new church, several persons, *viz.*, Mrs. Wall, Mrs. Bradford, and others, "at the Bishop's suggestion, subscribed the amount of their certificates of stock in St. Mary's Hall, which the Bishop received as cash on the subscription for the new church, and afterwards the Bishop cashed the certificates; that the subscriptions were made in eighteen hundred and forty-five, and the subscriptions were paid by the Bishop in eighteen hundred forty-seven and eight. (*Report of Investigating Com., page* 80 *and* 97.) (*See Mr. Binney's Pamphlet, page* 75–6.)

Now, the charge against Bishop Doane is that he asserts that the whole of the subscriptions, amounting to thirteen thousand dollars, were unconditional; that is, to use his language, "without *condition, or the slightest claim for equivalent.*" If this means any thing, it means that the subscriptions were to be paid by the subscribers, absolutely and in money. Whereas, it appears that the subscribers were not to pay money at all, but only a certificate of stock in the school, which was worthless to them, and for which they never probably expected to get one cent. The schools were mortgaged for more than they were worth, consequently the certificates were good for nothing. But it is said Bishop Doane paid them. This is a mere pretence. If he did, he took the money of his creditors to do it. But what right had he to do it. In so doing, he committed a double fraud. He defrauded those persons whom he induced to pay cash, under the idea that all these persons who were subscribing this worthless stock in the schools, were paying cash. And in the next place, he defrauded his creditors, by taking their money to pay for these worthless certificates. Mr. Milnor says he paid six thousand dollars to the church, by taking up these certificates. What has he got, or what have his creditors got, to show for these six thousand dollars? Nothing. The schools brought no more, in consequence of the payment of this money; and the creditors, therefore, by this operation, lost six thousand dollars, for it came out of their pockets. The certificates are worthless. The subscription calls for the payment of the sums thereto subscribed, unconditionally.

This brings us to another aspect of the case. This subscription to the church was made, it is said, in eighteen hundred and forty-five. He was then indebted in upwards of two hundred thousand dollars. (*See Subscription Paper, Binney's Pamphlet, p.* 34.) What right had he to embark in an enterprise wholly unnecessary, (a mere work of ostentation, as his old church was large enough to accommodate all his hearers.) What right had he to embark in an enterprise, which could not get on without his taking six thousand dollars more of property, that did not belong to him, to start it. The end don't justify the means, and therefore, although his object was to build a church, he was not authorised to defraud his creditors out of the money to do it with. But it appears that the subscriptions were made in eighteen hundred and forty-five, (*See Thos. Milnor's testimony, page* 97, *Report of Investigating Committee,*) and he did not pay them until eighteen hundred and forty-seven, or that he paid about six thousand dollars of these subscriptions, and it appears, by Germain's testimony, that he mortgaged the schools for thirteen thousand five hundred dollars, to Parker, Wright, and others. (*See page* 80, *ibid.*) This is a new way to pay old debts.

Germain, on page 80 of his testimony, says, "The Bishop afterwards redeemed the balance of the stock of St. Mary's Hall, took a deed for the same in fee simple, from G. D. Wall, H. C. Carey, and Wm. J. Watson, who held the same in trust, and subsequently mortgaged it to Isaac B. Parker, William Wright, and others, for thirteen thousand five hundred dollars."

This gives us the explanation of the reason why the Bishop was willing to advance the money for these certificates to the amount of six thousand dollars. But it does not give the whole amount he borrowed on the property.

The facts are these: The deed from Wall and others to Doane was dated 12th March, 1847, and recorded 7th April, 1847, (*Appendix II,*) and the mortgage to Isaac B. Parker and others bears date on the 15th of April, 1847, only eight days after the deed was recorded. (*Appendix O.*) And it must be perfectly apparent that the negotiation for the loan of the thirteen thousand five hundred dollars must have been made before he got the title from Wall and others; for the persons named in the mortgage, and who loaned

the money, lived in different and distant parts of the state, *viz.*, one in Princeton, one in Rahway, three in Newark, and one in Burlington.

He also, on the fifteenth day of March, eighteen hundred and forty-seven, only three days after the date of the deed from Wall and others to G. W. Doane, mortgaged the same property to Joseph Deacon for eight thousand dollars; and this mortgage is recorded on the seventh of April, the same day that the deed was recorded. (*Appendix N.*)

It is manifest, therefore, that the payment of six thousand dollars for these certificates, was for the purpose of obtaining the title to the St. Mary's Hall property, so that he might mortgage it for twenty-one thousand five hundred dollars; and even part of this sum of six thousand dollars, was not paid until the year eighteen hundred and forty-eight, a year after he had realized the money on the mortgages, as appears by the evidence of Thomas Milnor, page 97 of the evidence before the Committee of Investigation.

But the Committee of Investigation undertook to investigate this charge, and they made a report upon it. We take the liberty of quoting from Mr. Binney's reply to this report, from which the reader will see what kind of reliance can be placed upon their *ex parte* whitewashing report, which has been trumpeted abroad, as having been made by such high-minded and honorable men. Mr. Binney quotes from the Report of the Committee certain portions of it, to which he annexes his reply. We quote from page 22.

This part of the report begins as follows: "[*Journal, July*, 1852, *page* 18.] "SPECIFICATION 3. Your committee herewith submit to the Convention, as a part of their evidence, a pamphlet of Mr. Binney's, published by him in eighteen hundred and forty-six, in which the whole controversy between him and the Bishop is fully stated. This is all the evidence the committee have, bearing upon the third Specification."

"The pamphlet was not published, and it was not even printed in eighteen hundred and forty-six, but in eighteen hundred and forty-nine. [*Pamphlet, title-page, and preface, page* 3.] This, however, may be a mere mistake or misprint.

"'In that pamphlet, it will be seen, by the statement of both, that the Bishop applied to Mr. Binney for a subscription towards

the building of a new church at Burlington, where Mr. Binney then resided for a portion of his time.'

"In that pamphlet this fact will not be seen, by the statement of both. The Bishop asserted that he made no such application. [*Pamphlet, page* 26, *line* 36 *from the top.*] I noticed the assertion, and made a distinct comment upon his motive for it, and refuted it upon page 59 of the pamphlet, occupying three-fourths of the page with that subject. "Mr. Binney states that he replied to the application, that he would give one thousand dollars, upon the condition that a certain plan of his for raising and applying the money, and for the disposition of the building, after it was finished, to be prepared by him, should be adopted."

"Mr. Binney states no such thing in the pamphlet. His reply did not contain one word of a certain plan of his, to be prepared by him. He stated no certain plan; he referred to no certain plan. The pamphlet states, that he said, "Bishop, I approve of the object, but I cannot sign a paper of this description, which contains no detail of plan; I shall be happy to contribute a thousand dollars to the object, if it is to be built according to a plan which I shall approve. The Bishop then remarked, that he should be happy to know what my plan was; to which I answered, that I would take my leisure to draw up a plan, and send it to him." [*Pamphlet, p.* 13.] "The Bishop states that he replied that he would give one thousand dollars, and offered also to submit the said plan." The Bishop makes no such statement in the pamphlet. The language of the Bishop, as he states it, was, 'I added, making no application to him for a subscription, I have brought this paper to you, sir, to show you what has been done. He read the heading and names, and said, 'Why, you have begun strong;' I replied, 'Yes, sir, and we mean to go on strong.' He considered for a moment, and then, without further remark on my part, or on his, said, 'Yes, I will contribute a thousand dollars toward it, but I shall wish to give you a plan.' [*Pamphlet, p.* 26.] The Committee do not come as near to me as the Bishop himself.

"'Mr. Binney says he authorised the Bishop to use his name, coupled with the condition as he states it.'

"Mr. Binney says no such thing in any part of the pamphlet.

The words, conveying authority to use my name, were, on the contrary, one of the main hinges of the controversy. The pamphlet expressly gives my words, [*pamphlet, page* 61, *near the bottom,*] and both denies the words stated by the Committee, and sets forth my own, which did not contain a single word in regard to the use of my name, and refutes Bishop Doane's allegations concerning his alledged permission to use my name, in pages 62, 63, 64, 65, 66. I took pains enough, certainly, to say and to show also, that I did not authorise Bishop Doane to use my name with or without condition. 'And the Bishop says he authorised him to use his name, adding, that he would submit a plan.' The Bishop does not say so. The Committee have put together parts of Bishop Doane's statements of the two interviews, leaving out of each statement a part that falsifies the whole. The words in the first interview contain no allusion to the use of my name. [*Pamphlet, p.* 26.] The words in the second interview, as the Bishop states them, were these: 'I returned with these very words, 'Do I understand you, sir, that I am at liberty to use your name.' The reply was, and there was no emphatic pause to make it questionable, 'Certainly, with the understanding I have stated.'' [*Pamphlet, p.* 27.] Not a word about submitting a plan. So that the Committee are again further from me than the Bishop.

"'They both agree that the Bishop was authorised to use Mr. Binney's name as a subscriber for one thousand dollars. But they differ as to the nature and application of the condition.' 'They both agree.' This is gross, palpable, and inexcusable. The whole strain of my reply to the copy of Bishop Doane's letter to Thomas Milnor, and the whole scope of my remarks in that pamphlet, from the beginning to the end, are in open, direct, and irreconcilable contradiction to this statement of the Committee. Instead of its being the agreement of both, it is the statement of neither. Bishop Doane had not the temerity to state in any part of his letter, that I agreed he might use my name as a subscriber."

"He stated in his letter to Thomas Milnor, his question to me, 'Do I understand you, Sir, that I am at liberty to use your name?' and then followed his remark about my not pausing, and the answer he attributed to me, which I have set out in the preceding

paragraph; and in regard to that, and to all the words he attributed to me or to himself, I said in my reply to Thomas Milnor, of June 5, 1847, that "the words, manner, tone, beginning, middle and ending of the conversation, as stated by him, are mis-statements;" that "they are not the facts." [*Pamphlet, page* 29.] And now the committee have made me agree that I authorised Bishop Doane to use my name as a subscriber, and have made our controversy a quibble, and a feat of hair splitting. I could not have treated those gentlemen, or any body, in such a way. I protest against this with my whole heart. If they were not men of character, I should say that they had done it of malice aforethought—that they must have thought themselves at liberty to consider the controversy as perfectly open to the coloring and fore-shortening that are so licentiously used in political controversy—and that if they have done the like as to the other accusations against Bishop Doane, then that their report has not and ought not to have the weight of a feather in exculpation of Bishop Doane. But being men of character, I cannot say any of these things; but I do say, and aver that they have not read the pamphlet, which was "all the evidence the committee have." Let them prove the contrary if they can."

SPECIFICATION XXI.

This specification is proved by William Munsig's affidavit. (*See Appendix, letter BB.*)

SPECIFICATION XXII.

This is not one of the original charges of the Four Laymen, but is one of which the Three Bishops obtained such evidence as satisfied them of the truth of the charge. But as the Four Laymen are unacquainted with Mrs. Lippincott, and as she resides out of the State of New Jersey, and they have no power to compel her to testify, and is the lady who Bishop Doane tells us was so intimate with him that "she had an intimate acquaintance with all his business transactions," we have not thought it worth while to attempt to obtain her testimony.

SPECIFICATION XXIII.

This is not one of the original charges of the Four Laymen; it is one made by the Three Bishops, upon the representations of

the Rev. Henry B. Sherman, and we have no doubt of its truth, and that Mr. Sherman will prove it whenever he is legally or canonically called upon so to do.

Specification XXIV.

The charge is that he repeatedly drew and delivered in payment of moneys that he owed or obtained, checks on banks, when he had no funds in said banks. The latter is an indictable offence, if at the time he drew the check, he knew he had no money there.

In the case of Rex *vs.* Jackson, decided by Bayley, Justice, in 1813, Bayley says: This point has recently been before the judges; and they are all of opinion, that it is an indictable offence, fraudulently to obtain money by giving in payment a check upon a banker with whom the party keeps no account, and which he knows will not be paid. 3 *Camp, N. P. Rep.* 370.

In the case of the Commonwealth *vs.* Drew, (19 *Pickering, Rep.* 186,) Morton, Justice, says: If the drawer passes a check to a third person, the language of *the act* is that it is good, and will be honored. And in such case, if he knew that he had neither funds or credit, it would probably be holden to be a false pretence.

In the case of True *vs.* Thomas, (16 *Maine Rep.* 36,) it is decided, that if a maker of a check, payable instantly, have no funds in bank at the time, it is a *fraud.*

So decided, also, in Rex *vs.* Troth, (2 *Rossell on Crimes,* 6 *Ed.*, 295–30.

Rex vs. Parker, 2 *Moore, Rep.* 1. 7 *Car and Payn,* 825.

This specification is proved by Michael Hays's and Joseph Deacon's affidavits, (*Appendix R and DD,*) and by the evidence of George Gaskill. (*Evidence of Investigation Committee, p.* 85.)

That his transactions of the character stated in the charge, as having been had with the Princeton Bank, amounted to the sum of one hundred and thirty-eight thousand dollars, we have from Bishop M'Ilvaine, who examined the books of the Princeton Bank. This last part of the twenty-fourth Specification was no part of the original charge of the laymen, and it rests upon the veracity of Bishop M'Ilvaine, which is amply sufficient to sustain it.

It is well known to business men that the Cashiers of Banks are not allowed to volunteer to testify in regard to the transac-

tions of Banks, nor to divulge the state of the accounts of individuals without the consent of the Directors. It is impossible, therefore, for us to obtain the evidence, at this time, to establish many of the transactions with the different Banks mentioned in this specification, which would have been proved by the Cashiers of those Banks if they had been sworn to testify the truth before the Court of Bishops. And in addition to the Banks mentioned in this specification, it could have been proved, as we have been informed by undoubted authority, that Bishop Doane drew a check for the amount of one thousand dollars on the Bank of North America, in Philadelphia, when he had no money in said Bank, and had never kept any account there.

Specification XXV.

That he induced Michael Hays to violate the law by taking usurious interest. This is proved by George Gaskill.

The charge is, that he paid twenty per cent. for indorsements. Now if it was against law for Hays to do this, then the enormous premium of twenty per cent. must have been a great inducement to break the law, and he was leading Hays into temptation; and thus in the daily practice of doing that to others which he was in daily practice of praying should not be done to himself; that is, leading his friend and neighbor "*into temptation.*" How can a man expect to be kept from temptation himself who is continually leading others into temptation?

But he was very generous in paying so large a premium; he certainly possesses generosity in a high degree, but it is a generosity very common now-a-days, and which consists in giving away other people's property. We have an illustrious instance of this kind of generosity recorded by St. Matthew, who tells "that the devil took our Savior up into an exceeding high mountain and sheweth him all the kingdoms of the world, and the glory of them, and saith unto him, all these things will I give thee if thou wilt fall down and worship me." This is certainly very extraordinary generosity in a poor devil who had not a foot of land he could call his own. Well, this is exactly the kind of generosity Bishop Doane has been exercising for the last ten years, and this is one of the charges to which Bishop Doane, in his confes-

sion, pleads guilty, for he says, "He was also induced, for the sake of obtaining money to meet his necessities, to resort to methods by the payment of exorbitant interest on loans, which he did not suppose was in contravention of the law, and which common usage seemed to him to justify."

SPECIFICATION XXVI.

This specification is fully proved by Joseph Deacon's affidavit. (*Appendix R.*)

SPECIFICATION XXVII.

That the articles were put down less than their value, requires no proof; it is apparent from the inspection of the list itself. (*See Appendix C.*)

The plate is only put down at three hundred dollars, whereas it consisted of an elegant and complete tea set, worth perhaps one thousand dollars, besides various silver waiters, dinner pieces, silver spoons, silver desert knives, &c., and was worth probably over two thousand dollars.

Household linen is put down at sixty dollars, when it was probably worth more than six hundred dollars; his table covers being worth, probably, the whole amount of the valuation. Twenty-one piano-fortes at but thirty dollars a piece, and all other articles in proportion.

Though he charged each pupil six dollars per term for the use of beds, bedsteads and towels, (*see Prospectus, Appendix* KK,) yet the whole estimated value of those articles is only one thousand one hundred and seventy-seven dollars and fifty cents. (*See Assignment, Appendix C.*) In eighteen hundred and forty-eight and nine, he had at St. Mary's Hall, one hundred and fifty-nine scholars, which is equal to nineteen hundred dollars interest on a principal of eleven hundred and seventy-seven dollars and fifty cents; that is, he was receiving an interest upon upwards of twenty-eight thousand dollars, for what was worth (according to his own valuation, under oath,) eleven hundred and seventy-seven dollars and fifty cents.

He swore "it was a true and perfect inventory and value, as near as he could ascertain." This is untrue. He might have ascertained, from the bills of the venders, or from the venders themselves, what they were worth; but he did not take the trouble to inquire.

This charge and the next is, substantially, a charge of false swearing, or what, in the eye of religion, is equally criminal, swearing deceitfully. The Psalmist inquires, Who shall ascend into the hill of the Lord, and who shall stand in his holy place? And the answer is, He that hath clean hands and a pure heart; who hath not lifted up his soul unto vanity, nor *sworn deceitfully;* thus clearly indicating that he who had sworn deceitfully was unworthy to stand in the holy place of the Lord, in his holy church.

Lord Mansfield said—"It is certainly true, that a man may be indicted for perjury, in swearing that he *believes* a fact to be true, which he knows to be false." *Pedley's Case*, 1 *Leach*, 327. 2 *Russel on Crimes*, 1*st Am. Ed.*, 1783. 2 *Chitty's Crim. Law*, 305.

And in the case of the Commonwealth *vs.* Cornish, (6 *Binney Rep.* 249,) Ch. Justice Tilghman, that distinguished ornament of the Pennsylvania bench, says: "There is corruption in undertaking to swear positively to a thing of which you have little knowledge, and which you may know, if you will take the trouble to inquire. And when there is this kind of corruption, the law implies malice. It is objected that it may be of dangerous consequence, if witnesses are convicted for swearing to what they believe to be true. On the other hand, it will be more dangerous, if *they* are to escape who *rashly* and obstinately persist in a false oath in a matter on which they will not inform themselves."

In this affidavit he swears that the inventory set forth the true value "*as near as he could ascertain.*" This is swearing positively. Now did he attempt to ascertain from any competent judge? Did he not know, or could he not find out what he paid for a large telescope, worth six hundred or seven hundred dollars? Yet it is not put down in the inventory at all. The agent of the Trustees was about buying it for eighty dollars, when a gentleman at once bid one hundred and fifty dollars; it was then bid up by the agent to two hundred dollars, and struck off instantly.

Did he not know what his silver plate was worth? Or could he not ascertain by having it weighed? It is put down at three hundred dollars. If it is in any respect equal in magnificence to the other furniture at Riverside, we should suppose that two thousand dollars would be a small estimate of its value.

In the Protest and Appeal, page 29, the Bishop undertook to

screen himself from this charge by mis-stating that he took this rash oath under the advice of Messrs. Cannon and Aertson. The futility of this pretence is exposed in the answer of the four laymen, page 21, and is therefore now abandoned by the Bishop. And in in his confession, the pretext of advice from these gentlemen is expressly repudiated, for he says, "In this condition of things, being entirely left alone and *without advice*, every step which he advanced involved him more and more deeply in pecuniary embarrassments."

The whole of the personal property, consisting of all the furniture, fixtures, libraries, philosophical and chemical apparatus, beds, bedding, &c., of St. Mary's Hall and Burlington College, together with all the magnificent furniture at Riverside, and the splendid library of the Bishop, was only valued by him at fourteen thousand four hundred and twenty-six dollars.

Specification XXVIII.

This specification is proved thus:

1. In regard to the omission of the debt due the Episcopal Convention, it is not only proved to have been omitted, but to have been omitted designedly. In his Protest and Appeal, page 32, he admits the omission, and states, by way of excuse, "that it was not regarded as an ordinary debt, and the purpose, from the first, was entertained to provide for it distinctly." But this was not so small a debt that it could have been forgotten. It was designedly suppressed, because it had been taken without the consent of the Convention, and had been so long concealed, he did not wish to have it known.

That these omissions were the result of design, and not of accident, will, we think, be apparent, when we show that the name of almost every active friend of Bishop Doane, who was in the habit of taking a prominent part in his favor, (with one or two exceptions,) were omitted in his list of creditors. Thus he omitted the names of the following, *viz:* E. B. D. Ogden, John J. Chetwood, Joel W. Condit, William Wright, Samuel Meeker, Thomas Miller, George P. McCulloch, Daniel Babbit, Nathan Thorp, Charles M. Harker, Richard S. Field, Edward B. Grubb,

John G. Clarke, Rev. James A. Williams. All these could not have been omitted by accident.

2. This is proved by E. B. D. Ogden. (*Report of Committee, page* 82.) But he says he was to take the note up, and the Bishop thought he had. The only consequence of this would be, that the Bishop should have put down Judge Ogden as a creditor instead of the Paterson Bank. But the Bishop doubtless had a good reason for omitting the name of Judge Ogden from his list of creditors, as it might have had a tendency to show that the Judge's activity and exertion was not quite so disinterested as it might otherwise be supposed.

3. The omission of the Trenton Banking Company. Why was not this Bank put down as a creditor? The pretence set up is, that the note was indorsed by Thomas Milnor, and is set down as due to him. This excuse is unsatisfactory. It is not pretended that Milnor had paid it; then why set it down to him? The Bank held it; the Bank was the creditor, not Milnor; and the law requires a true list of all the *creditors*, and the oath says it is a true list. Neither could this have occurred by mistake, for Mr. Aertson says, (*see Bishop's Protest and Appeal, page* 32,) "Statements were obtained from the several Banks and individuals with whom paper had been negotiated, and every conceivable mode adopted to make it as perfect as possible."

4. It omitted the names of David McEvoy, two hundred dollars, and of William Woolman's checks.

The form of the oath which Bishop Doane took, is, "That the above was a true, full and perfect list of all his creditors, with the amounts severally due to them, as far *as he hath been able to ascertain*, according to the best of his knowledge." It is not according to the best of his belief.

These affidavits were read over to him, and he is not so ignorant as not to understand the meaning of the English language, nor the nature of an oath. Now he swears that it was a true list of his creditors, as far as he could *ascertain*. This is proved to be false by his own solemn affirmation, for he declares, in his Protest and Appeal, page 41, that Mrs. C. Lippincott was most intimately acquainted with all "the business risks and relations of the undersigned." It appears then, from his own allegation, that he could

have ascertained from Mrs. Lippincott who his creditors were, and that, with her assistance, he could have made out a correct list; and when he failed to inquire and to obtain information from an authentic source, when he knew such information could be obtained upon application, he falls clearly within the spirit and letter of the decision of Chief Justice Tilghman, in the case of the Commonwealth *vs.* Cornish, where he says, "There is corruption in undertaking to swear positively to a thing of which you have little knowledge, and which you may know if you take the trouble to inquire."

But there is another and more authentic source to which Bishop Doane might have referred if he had desired to know and make out a full list of his creditors. He could not have forgotten that he had given a mortgage, bearing date on the 10th of June, 1848, to Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite, and Nathan Thorp, for the sum of fifty thousand dollars, and therein acknowledged that the mortgage was given to secure the same to the following persons, "who have loaned to said George W. Doane the sum of fifty thousand dollars, as by certificates of loan issued and bearing date herewith as follows, *viz.*" Then follow the names which the Bishop omits to put on his list; and the reason of which omission will, we think, be perfectly obvious to any one who has attended the Conventions of this Diocese, and seen who are the Bishop's most active lay friends, *viz.*, William Wright, two thousand dollars; Nathan Thorp, one thousand dollars; John J. Chetwood, one thousand dollars; Joel W. Condit, one thousand dollars; Samuel Meeker, one thousand dollars; George P. McCulloch, three hundred and fifty dollars; William J. Watson, five hundred dollars; David Babbit, M. D., one thousand dollars; Rev. James A. Williams, one thousand dollars; John G. Clarke, three hundred dollars; Thomas Hopkins & Son, three hundred dollars; Daniel Bennett, two hundred dollars; Barak S. Nichols, two hundred and fifty dollars.

Can any one believe for one moment that the Bishop's memory was so oblivious, as to forget all these friends of his, who had stood by him through good report and evil report? Could he have forgotten the Rev. J. A. Williams, from whom he borrowed

the one thousand dollars belonging to the fund for indigent widows? Did the absorption of the poor widow's mite leave no trace upon his memory? It cannot be believed.

Did he also forget his liberal friend, the Hon. Richard S. Field, who, in April, eighteen hundred and forty-seven, loaned him, in connection with Isaac B. Parker and others, one thousand dollars? Could he have forgotten this gentleman was his creditor, "under whose auspices, together with those of Judge Ogden and Mr. Garthwaite, it was announced that the College was to be opened, in May, eighteen hundred and forty-nine"? *Credat Judæus Appella.*

Of the debt of the Princeton Bank, Aertson in his testimony, page 109 of investigating report, says: "The notes in the Princeton Bank were included either under the head of notes indorsed by Deacon and Hays, or in an item of four thousand four hundred and forty-seven dollars and thirty-six cents. But as it regards the note of the Princeton Bank, it was indorsed by Germain, and not by Hays or Deacon, (*see Protest and Appeal, p.* 38.)

If it is included in the notes whose "indorsers are uncertain," that is no reason that the creditor who *held* it and was known, should be omitted.

Allegations 5, 6 and 7. The same remarks will apply to the omission of the names of the Bucks County Bank, the Medford Bank, and the Camden Bank, in regard to all of which, Mr. Aertson attempts the same excuse.

It is said there was no motive for any fraudulent statement or omission of creditors. (*See Protest and Appeal, page* 33.)

The motive for omission of the names of his creditors is very apparent, and the falsity of the excuse attempted for it, is equally apparent.

That Bishop Doane should have forgotten that all these his particular friends and supporters, were his creditors, can scarcely be credited. They could not have been omitted accidentally. Why, then, were they omitted? Simply, we apprehend, that he might not expose these his active friends, who controlled, in a great measure, the votes of the lay delegates of their respective churches, to the charge of being interested more for themselves than for the Church, in their advocacy of Bishop Doane, and that

the weakness of Bishop Doane might not be exposed to the world; for if all Bishop Doane's creditors had been made known, it would have appeared that some of the leading and active laymen, in at least eleven or twelve of the churches which sustained him, were Bishop Doane's creditors; so that, in voting to sustain Bishop Doane, they were voting to secure the amounts due to them; and it would have enabled the public to have judged what credit ought to be attached to the reports and votes of committees and Conventions composed, in a great part, of Bishop Doane's creditors, employees and missionaries. The Bishop in New Jersey can make and unmake missionaries at pleasure, and of course they hold their situations at his will. If these are deducted from the votes, and those absent are set down against him, which we believe to be almost universally the case, (for wherever a man is for him, he is sure of being drummed up,) then it will appear that a majority of both clergy and laity are against him. Take, for example, the vote of the Adjourned Convention on the last resolution, for sending a copy of the report and evidence to this Court. The Journal of the Sixty-ninth (Adjourned) Annual Convention contains the names of fifty-nine clergy, two missionaries, and two Deacons. It requires thirty-one to make a majority. The vote of the clergy on the second resolution was as reported, only sixteen. Deduct from this vote four employees of Bishop Doane, one creditor and five missionaries, leaves only six. Nays, three; declined to vote, one. Of the laity, twenty in the affirmative, eight in the negative. Deduct the vote of twelve parishes controlled by Bishop Doane's creditors, leaves eight.

Allegations 8, 9, 10, 15. Bishop Doane, on page 34–5 of his Protest and Appeal, undertakes to explain the omission of these creditors on his list; and he says these debts are acknowledged in his schedule of real estate, which forms part of the assignment. If it is true that his indebtedness was acknowledged to these creditors, it would form no excuse for his not putting the names of his creditors on his list, when he thus acknowledges he knew they were creditors. But it is not true that his indebtedness to these creditors is acknowledged, either in the language made use of in the inventory, or in the aggregate amount of his debts, as summed up in the list of his creditors. (*See page* 23 *of*

Reply of Laymen.) Let us see what the language of the inventory of the real estate is. It is thus: "No. 2. The homestead property, known as Riverside, fronting on the Delaware river, and bounded on the east by St. Mary's Hall, on the south by Pearl street, and on the west by Read street, subject to a mortgage to J. Deacon for five thousand dollars; also, a mortgage to L. Carter for ten thousand dollars, on which about four thousand dollars has been paid, valued at one dollar. Where is the acknowledgement of George W. Doane's indebtedness in the above extract? He says the property is subject to mortgage to H. R. Cleveland. He don't say *his*, G. W. Doane's mortgage, and for aught that appears in this statement, the property may have been mortgaged by somebody else, and may have been purchased by Bishop Doane, subject to the incumbrance, so that the debt would not have been a personal debt of Bishop Doane's, but only a lien upon the real estate. But in the second place, we say that this debt of H. R. Cleveland is not in the amount of his debts as summed up on the list of his creditors. The aggregate amount of his debts, as summed up on that list, is only one hundred and fifty-five thousand five hundred and ninety-three dollars and sixty-seven cents. If this indebtedness to H. R. Cleveland, which he now says is acknowledged in the schedule of real estate, and other indebtedness to other persons which stand in the same position in the schedule of real estate as that of H. R. Cleveland, had been included in the amount summed up, then the aggregate amount of his indebtedness would have appeared to have been the sum of two hundred and sixty-five thousand seven hundred and twenty-three dollars. Add to this the debts shown to have been omitted under specification one, *viz:* Episcopal fund, seven thousand four hundred and seventy-one dollars and fifty-one cents, due Michael Hays and others, and the whole amount of his indebtedness would have appeared to have been about three hundred and fifteen thousand dollars, instead of one hundred and fifty-five thousand dollars. There was, therefore, doubtless, a reason for leaving them out of the list. To this amount is to be added the sum of two hundred dollars, due to Dennis McEvoy, hod carrier, of whom he had borrowed it, and did not put in his list.

Allegation 11. This debt to Zantzinger was omitted, and the

explanation of it attempted to be given. This explanation, supposing it to be true, does not cover the whole of the account. And he has since been adding to the account, and being ashamed to purchase liquor in his own name, has obtained it in the name of Mrs. Doane.

Allegation 12. The omission of this name was attempted to be explained by saying it was a note with Deacon's indorsement, and that it was put down to Deacon. This is all a pretence. Why should it be put down to Deacon? He had not paid it at the time of the assignment. Mr. Page was the creditor, not Deacon. But why should it rather be put down to Deacon as indorser than to R. T. Germain, who was the indorser prior to Deacon?

Allegation 13. It is proved by the letter of Herman Hooker that he was a creditor, and his name was omitted in the list of creditors. Why? no explanation is given by Bishop Doane. It is further proved that he received the money to pay for the books, and that he bought them on credit, and did not pay for them. (*See Hooker's letter, page* 144 *Mr. Milnor's testimony. Report of Committee.*)

This was a transaction so flagrant, it was such a breach of a sacred trust, that he could not have forgotten it, unless his heart had become so hard, and the commission of crime so frequent, that it made no impression on his memory.

Allegation 14. It is said by Aertson, page 109, that Bishop Doane did not know that Humphrey was a creditor, and that they were put down to Deacon or Hays. What right had he to put them down to Deacon or Hays any more than to Germain, who was also an indorser on them, as none of the indorsers had paid them? Why did he not ascertain from Hays and Deacon whether they had paid them before he swore they were creditors for these notes? He must have known that there were many checks outstanding which were unpaid; an examination of his check book and of his Bank book would have shown him this, and it was his duty to have examined them before he undertook to swear to the list of creditors. Deacon has checks unpaid amounting to two hundred and seventeen dollars, and Hays to two hundred and eighty-five dollars. These were dated some times three or four months ahead.

Allegation 17. He puts down Hays only as a creditor to the amount of seventeen thousand five hundred dollars, when he must have known that he was a creditor to a much larger amount.

Allegation 18. So in regard to Deacon, who he puts down as a creditor for twenty-three thousand four hundred and fifty dollars, when he must have known he was a creditor for a much larger amount.

If further evidence is required to prove that Bishop Doane has not the slightest regard for truth, and habitually violates it, the following instance of his falsehood may suffice. We have learned from a source entitled to the highest credit, that Bishop Doane, in the address which he made to the Court of Bishops, asserted that Richard S. Coxe, Esquire, had stated, "That he would not *be associated with Mr. Halsted in the case.*" This assertion was doubtless made with the view of injuring the character of Mr Halsted, and of lessening the weight of the charge sent by the four laymen to three Bishops. Upon hearing of this slander, Mr. Halsted wrote to Richard S. Coxe, Esquire, to enquire of him if he ever made use of such an expression, or gave Bishop Doane any reason for such an assertion; and the following is the reply of Mr. Coxe:

WASHINGTON, Sept. 21, 1823.

WILLIAM HALSTED, ESQ.—

Dear Sir: Could I be surprised at any thing emanating from Bishop Doane, I should have experienced such a feeling at hearing that he made such an assertion as you mention. So far from ever using the language attributed to me, I have throughout urged the absolute necessity for having you as one of the Counsel for the prosecution, without whose aid I was unwilling to act. The use of my name was wholly unwarranted.

RICHARD S. COXE.

Further to show that Mr. Coxe has always entertained the same opinion, we publish an extract from his letter to Mr. Halsted, dated May 31, 1852, which is as follows:

WM. HALSTED, ESQ.—

Dear Sir: I should have written you some days since, but hearing that the trial had been postponed until October, wished first to learn the truth of the report. It is, I percieve, confirmed in the Episcopal Recorder. In the mean time I have received a letter from Bishop Meade, informing me that he had asked your

professional aid in this matter. It was with great gratification that I received this information, for appreciating the value of the aid you could render, and indeed the necessity of having it, I had determined to write you asking your assistance and advice.

These letters are sufficient to prove the falsity of Bishop Doane's assertions. But it was a part of the system of Bishop Doane to vilify and abuse the laymen. He commenced it as soon as the charges were sent by them to the three Bishops, and he has kept it up ever since. At the sitting of the former Court of Bishops, as we have been credibly informed, he called them "*vagabond.*" And in his pamphlet he attributed their action to malicious motives. He called Mr. Halsted in Convention at Newark, "*a chartered libertine.*" He was compelled to retract this charge, but he never made the amende honorable which is due from a gentleman, much less a Christian; and the papers friendly to him which gave currency to the slander were very slow to publish the retraction.

SPECIFICATION XXIX.

That he acquiesced in the sale of his valuable Library, and other of his effects, at a price much below its value.

The value of several of the articles sold has been considered under specification eighteen. This Library is valued by himself and assignees at seven thousand dollars. It was worth at least ten thousand dollars. But it was sold at much less than it was valued at. The whole of the personal property was valued at thirteen thousand seven hundred and fifty-two dollars, not one-half of its real value, but was sold at two thousand four hundred and fifty-eight dollars and four cents less than the valuation, as appears thus:

The amount of the appraisement of personal property as shown under specification eighteen, was	$13,752.00
The amount of sales, as charged in the account of assignees, is	11,293.96
(*See Appendix, letter CC.*)	$2,458.04

Showing the amount of sales to be two thousand four hundred and fifty-eight dollars and four cents less than the valuation.

It would swell this vindication to too great length to go into

the evidence to prove the gross inadequacy of price at which all the articles were sold at the assignees sale. The proof in regard to a few will suffice.

1. In regard to the sale of the silver plate. It was valued in the inventory at three hundred dollars; it is charged to have been worth much more. But what did it sell for? We have the evidence of the assignees of Bishop Doane, who made the sale. In their answer to the bill in Chancery, filed by Michael Hays and others, against the assignees, Bishop Doane and others, the assignees say: "And these defendants further say, that they admit that at the said sale the silver plate, which in the appraisement had been estimated at three hundred dollars, the said Robert B. Aertson being one of the appraisers, was sold to the said Edward N. Perkins, who is step-son to George W. Doane, for seventy-nine dollars, which they admit was a small price."

The said assignees in their answer further say, in regard to the Library: "They admit that the said Library of the said George W. Doane did contain many rare and valuable books, and that it was appraised at the sum of seven thousand dollars. And they admit that Miss Caroline Watson purchased it, and that she shortly afterwards transferred it to Sarah P. Cleveland." And that it was sold for three thousand dollars they do not deny. And Bishop Doane, in his answer in Chancery, says, that "being an inmate of the same house with Sarah P. Cleveland, he is permitted to use the same."

In his examination before James Wilson, Esquire, Commissioner to take bail and affidavits in the Supreme Court, the following answers were given to the questions propounded to him:

Question—Have you possession of it (the Library,) now?

Answer—I have not possession of it in the sense in which I suppose "possession" to be properly used. I am not the *owner of it.* The Library remains in the house which I occupy, and I have the use of it.

Question—Does it remain in the same room it did before the sale was made?

Answer—Yes. I use it in the same way I did before the assignment was made, except I cannot alienate it.

Specification XXX.

This charge is drawn from that most extraordinary document, put out by Bishop Doane, entitled his Protest and Appeal. We consider it extraordinary for its folly, for its *mendacity*, for its calumny, and for its *blasphemy*.

That portion of it which we have now to deal with, is its *mendacity*. The other characteristic qualities of this document are so apparent on its face, that an intelligent public could not fail to discern them, and has, we believe, already put upon them the seal of its decided condemnation. But the bold assertion, the ingenious subtlety and artful misrepresentation, by which falsehood is covered up or truth suppressed, can only be made manifest by a patient investigation of facts which a general reader would scarce have the time, even if he felt the desire, to make.

The general nature of the charge is a violation of truth. One of the gravest charges which can be brought against a minister of the Most High *God*, who emphatically styles himself a God of truth.

Bishop Horne says, "All hypocrisy is detestable. But none is so detestable as that which is coolly written with full premeditation by a man of talents, assuming the character of a moral and religious instructor, a minister, a prophet of the truth of the infinite God. Truth is a virtue perfectly defined, mathematically clear, and completely understood by all men of common sense. There can be no halting between uttering truth and falsehood, no doubts, no mistakes, as between piety and enthusiasm, frugality and parsimony, generosity and profusion. Transgression, therefore, is always a known, definitive, deliberate villainy. In the sudden moment of strong temptation, in the hour of unguarded attack, in the flutter and trepidation of unexpected alarm, the best men may perhaps be surprised into any sin; but he who can coolly, of steady design, and with no unusual impulse, utter falsehood and vent hypocrisy, is not far from finished depravity."

Solomon says, "A righteous man hateth lying, but a wicked man is loathsome and cometh to shame." *Prov.* xiii., 5.

One of the Rev. fathers of the Episcopal Church, the Bishop of Pennsylvania, speaking of *Abbott's* Life of Napoleon, in Har-

per's Magazine, is reported to have said: "A series of articles are now being published in one of the popular periodicals of the day, said to be written by a clergyman. I hope for the honor of the profession this is not so. These articles throw the halo of glory round the character of a selfish, ambitious, and bloody man. They make him out kind, benevolent, and almost every thing that is good; making his crimes virtues, because developed upon such an enormous scale. Now if a man *lies*, it is our duty, if we speak *historically*, to say he lies. Away with literature that would make a paragon of excellenee out of a monster."

Does this principle, thus laid down by such high authority, apply merely to the *poor clergyman;* or does it apply equally to the mitred Bishop? When Bishops speak *historically* of a man who *lies*, is it their duty to say so? If it is, is it less the duty of Bishops when they speak *judicially?* Or is it their duty to make the crimes of a Bishop virtues, because developed upon an enormous scale?

Bishop Doane declares his entire and perfect integrity and innocence of all the charges. This is proved false by his own confession. In that he admits that he made use of trust funds in a way which he deeply regrets. He admits, "That in the course of all these transactions human infirmity may have led him into many errors, he deeply feels, he does not wish to justify or excuse them. For these things, in all *humility* and sorrow before God and man, he *has always felt himself* liable to, and willing to receive the friendly reproof of his *brethren* in Christ Jesus, and especially of the Bishops of this Church."

If he is *innocent* of all the charges in regard to which the four laymen thought an investigation necessary, why did he *always feel himself* liable to, and willing to receive the friendly reproof of his brethren in Christ? Compare this with his Protest and Appeal, page 17, lines 5, 6, 7.

The falsehood of his Protest and Appeal, in which he denies "that he induced individuals to indorse notes for him under pretence that they were to renew notes which had been previously indorsed by said individuals, and after obtaining said notes or that avowed object, appropriating them to other purposes, (*see Protest and Appeal, pages* 39, 40,) is fully proved by the affida-

vits of Michael Hays and Joseph Deacon. (*See Appendix R and DD, and his letter to Hays and Doane.*)

Again, the falsehood of his statement in his Protest and Appeal, page 26, "That he had been the bearer of a letter from the former Treasurer of the Society for the promotion of Christian knowledge and piety, to the Rev. Mr. Stubbs, then newly appointed to that office, as afterwards it appeared it contained Bank notes for one thousand dollars," is fully proved by the letter of the Rev. James Chapman, the former Treasurer of said Society; who says: "The Bishop, in his answer to the first of the charges brought against him by the four laymen, states that he was the bearer of a letter from me to Mr. Stubbs, containing one thousand dollars. In this matter the Bishop is in error; the money, amounting to one thousand five hundred dollars, which I had, as late Treasurer of the Episcopal Society, to pay over to Mr. Stubbs, had been deposited in the Commercial Bank of New Jersey, as long as two weeks before Bishop Doane and Mr. Stubbs were in Perth Amboy, on the 10th of October, 1848, and there remained until about two o'clock on that day. I agreed with Mr. Stubbs that I should draw the one thousand five hundred dollars out of the Bank while he left me to take his dinner, and that he should call for it at my house immediately after dinner. This arrangement was carried into effect, Mr. Stubbs received one thousand five hundred dollars, for which I have his receipt, and he left me immediately."

It is unnecessary to swell this vindication by producing evidence to show the numerous falsehoods and misrepresentations of this famous document. We could show at least as many falsehoods and misrepresentations in it as there are pages. But taking his own maxim of "*falsus in uno falsus in omnibus,*" we have already shown sufficient, particularly against a man who boasts that his publication "shall be so constructed as to defy contradiction or material correction," and who presents it to the public "*as a stand point for honest people.*" We are inclined to think that it is much better entitled to the appellation of the "*finger-post for rogues.*"

We think we have shown Bishop Doane to be an unworthy minister of "a just and holy God, who is emphatically called a

God of truth." *Jeremiah* x., 10. "The Lord abundant in truth." *Exod.* xviii., 21. And of whom it is said by the Psalmist, "Thou desireth truth in the inward parts."

What Godliness, or as Bishop Doane says, Godlikeness, is there to the God of truth in a man who habitually violates the truth?

We think we have shown, also, that he does not belong to that class of the ministers of God, who, like St. Paul, "have renounced the hidden things of *dishonesty*, not walking in craftiness nor handling the word of God deceitfully, but by manifestations of the *truth*, commending themselves to every man's conscience in the sight of God." But that he belongs to that class of whom it has been said:

> "The enemies of God rejoiced, and loud
> The unbeliever laughed, boasting a life
> Of fairer character than his who owned
> For king and guide the Undefiled One."

If any thing further was necessary to vindicate the course of the four laymen, and to show that they had good cause for asking an investigation into the conduct of Bishop Doane, they might find it in the declaration of those three pure and honorable presenting Bishops, made in their reply to the argument presented by the Convention of the Diocese of New Jersey: "We now stand here full handed with proof of the allegations of the presentment, and earnestly pray you, by your regard for your sacred vow, faithfully to administer the discipline of the Church."

We now leave to a discriminating public to decide the question, whether the four laymen were, or were not, justified in requesting the three Bishops to make an investigation into the charges above specified?

The American people are a thinking people, they are a Bible reading people, and a practical people. They are not only competent to apply, but they are in the habit of applying the plain and simple rules of Bible morality to the conduct of every man who calls himself a Christian, and more particularly to a minister of the gospel and a Bishop. They will not give a minister or a Bishop credit for piety because he has a cross upon his house or dangling at his breast, or a *cocked hat* on his *head*, or a diamond ring on his finger; on the contrary, they will be very apt

to judge that piety which is dressed up with so much parade, can only be skin deep. And that a man who can, "in the presence of Almighty God, and in the name of the holy, undivided trinity," make such an appeal as that contained in Bishop Doane's pamphlet, and then "summon his accusers in *solemnity and sorrow* before the bar of God," is one of the last persons that can be expected to be ready to appear and answer for his conduct before any impartial tribunal, much less that dread tribunal to which he summoned his brother Bishops.

But before we close what we have to say in vindication of ourselves, we feel compelled to notice the very extraordinary course adopted by the Court of Bishops at Camden, in regard to the charges presented against Bishop Doane. We feel that we have been personally aggrieved by the course adopted, or at least permitted by the Court, and that it is due to ourselves as individuals and as Episcopalians, as well as to the Church of which we are humble members, to express freely and fearlessly the indignation we feel against the proceedings of the Court of Bishops. We say, then, that the decision of the Court in this case, as well as the whole course of proceeding, shocks all our ideas of propriety, of justice, of common sense, of common law, of canon law, and of Divine law.

The first violation of propriety by the Court, of which we complain, was that of allowing a defendant, arraigned before them on charges of crime and immorality, to move the Court to turn out of an adjoining room, which had been rented for their accommodation, the counsel of the presenters, upon an allegation, unsustained by any evidence whatever, that they could hear what was said in Court. And this court was so complaisant to the accused, that they did actually order the counsel of the presenters out of a room over which the Court had no more control than over the house in which the counsel reside. The impropriety of such an order was so glaring, that a newspaper which noticed it, undertook to palliate the outrage by saying that Bishop Doane, or his friends, immediately offered the presenters and their counsel the use of their room which they had procured in an adjoining building; although, in truth, no such offer was ever made by Bishop Doane, or any of his friends, to the presenting Bishops or their counsel.

The next decision of the Court, involved in it not only a violation of propriety, but also of common sense and common justice, (to say nothing at present of the law and canons of the Church.) This decision admitted the report of the Committee of the Convention, and the evidence taken by the Committee of the Diocesan Convention to be laid before the Court. That this was manifestly improper the Court appear to acknowledge by the decision which they subsequently made, "that no order or decree of the Court in October, 1852, or of this Court, shall be taken to admit the right of any Diocese to come between a Court of Bishops and the respondent Bishop, after canonical presentment first made by three Bishops."

Notwithstanding this decision, the Court admitted not only the report of the Committee of the Diocese, but the *ex parte* evidence taken by such a Committee in the absence of and without notice to the presenters. But what is worse, they admitted the accused to argue upon the statements made therein, as if the statements were true, without giving to the presenters any opportunity to controvert the facts. And what is still worse, they assume the *ex parte* statements made in these reports, and without allowing any evidence to contradict them, they proceed to make them the foundation for the most unwarrantable and illegal decision that has ever been promulgated by any Ecclesiastical tribunal in America. They say, "that the Convention, through its *most honorable* and *influential* laymen, had satisfied itself that there is no intention of crime or immorality on his part." What authority had the Court of Bishops for making this assertion? They had no evidence whatever on the subject; they had nothing but the assertion of Bishop Doane, or his Committee. But let the assertion come from whom it may, it is false, and the person or persons who palmed it off on the Court of Bishops knew it to be false.

The Committee, who are called the "*most* honorable and influential," were James Potter, J. H. Wakefield, C. M. Harker, D. B. Ryall, T. H. Whitney, Henry McFarlan, and J. L. McKnight. Now we have no disposition to disparage these gentlemen, we are willing they should pass for all they are worth, and a great deal more. But when, for sinister purposes, and with a view of giving their report an undue influence, they are represented as

the "*most* honorable and *most* influential laymen," it is due to the other laymen of the Convention to deny it; and we do deny it. No Jerseyman would pretend that they are *more* honorable than James Parker, Cortlandt Parker, Archer Gifford, F. B. Chetwood, Charles Olden, Walter Rutherford, and a dozen other members of the Convention, and yet to such pitiful falsehoods and misrepresentations were Bishop Doane and his Committee driven, to bolster up the partial, illegal, and *ex parte* decision of the Diocesan Convention; a decision which his own reluctant confession effectually repudiates.

But the admission of these *ex parte* statements, crediting them, and making them the foundation of their decision, is not the only impropriety into which the Court of Bishops fell. They fell into another, which was aggravated by the grossest injustice to the four laymen. After receiving these reports, they allowed Bishop Doane to make use of the statements contained in them as the foundation of a gross attack upon the character of the four laymen. The four laymen are allowed to be the *party* and *the accusers*, so far as to subject them to all the abuse and slander which Bishop Doane could heap upon them, but they are not allowed to be a party or an accuser, so far as to disprove his falsehoods, or to reply to his calumnies. We do not know all the falsehoods and slanders which Bishop Doane perpetrated against us before that high Court, and therefore we cannot reply to them. With the exception of one single allegation we have not been able to learn the distinct statements on which his vituperation against us was based. But we have learned from a source entitled to the highest credit, that Bishop Doane, in his address to the Court, did assert, that Richard S. Coxe, Esq. had stated that he would not be associated with William Halsted in this case. The falsity of this allegation is proved by the letters of Mr. Coxe, which are stated under our remarks upon the twenty-eighth specification.

The gross injustice done by the Court to the four laymen, by allowing Bishop Doane to go out of the record to villify and abuse them in their absence, must be apparent to every honorable man. But the injustice to the laymen is nothing when compared to the injury that this decision is calculated to do the Church, by

exciting in the minds of laymen the opinion that they are deemed by the Bishops as of no kind of consequence in the Church, except to raise money to support the clergy.

The decision of the Court of Bishops we allege to be repugnant to common sense.

Those who undertake to justify it, place it upon the ground that the Bishops possess a "*discretion* irrespectively of any canon under which they sit as judges." This is the view of the editor of the "Register." And others base it upon the ground of "an inherent power of the Bishops." This is the view of "The Church Journal." Now was there ever such arrant nonsense put forth by men pretending to common sense, as that which gives to judges a power to set up their own discretion to over-ride, abrogate and nullify the very law under which they hold their judicial functions. It would appear to be a sufficient answer to such a monstrous absurdity, to ask, what authority had these Bishops to assemble together as a Court? What authority to receive any presentment? What authority to notify Bishop Doane to appear? What authority to do any act whatever as a Court, except what they derived from the canons of the General Convention of the Protestant Episcopal Church in the United States? If these canons are of sufficient validity to constitute a court for the trial of a Bishop, common sense would hold them sufficient authority to direct the *mode* of trial. But no, the Court of Bishops don't hold any such common sense doctrine. They have, according to their notion, an arbitrary discretion, by which they can take just such parts of the canon as suits them, and reject what don't suit them. The old maxims which have been handed down to us by all the sages of the law, *viz:* "That arbitrary discretion is the law of tyrants," they appear to suppose was never intended to apply to such a distinguished body of Reverend Judges as compose an Ecclesiastical Court. Well, unfortunately for us poor laymen, with all our respect for the clergy, we have never supposed them so distinguished for common sense that they were fit to be trusted with an arbitrary discretion to violate all laws and all constitutions; and therefore we really supposed that the canons of the Church were made for the very purpose of cutting up by the roots and effectually destroying this kind of discretion, and for the purpose

of keeping the judges within certain well defined limits which all could understand. This occurred to us as the common sense view of the matter.

In this view we are happy to find ourselves sustained by one of the latest and ablest writers on Church polity, the Rev. Calvin Colton, L. L. D. In his Genius and Mission of the American Episcopal Church, page 180, he says: "In the organization of the American Episcopal Church, her polity brings the Bishops under law as much as a Presbyter, Deacon or Layman. The authority of that Church is purely and exclusively *canonical*. It is in no case and in no degree personal or *arbitrary*. This is a most important and practical distinction." (*See also pages* 182, 183.)

But this decision is upheld also upon the ground of *an inherent power* in the Bishops. Now we confess we do not understand either the nature or extent of this inherent power. But to show the absurdity of such a pretence, let us carry out this doctrine of inherent power to its consequences, and see where it leads us. If the Bishops had an inherent power to dismiss a presentment, notwithstanding the canon declared it should be tried, they would have an equally inherent power to try a Bishop, whether the canon authorized it or not. And they must have an inherent power also to say how he should be tried, notwithstanding the canon directed a *particular mode* of trial. The inherent power which can dispense with one part of a canon can dispense with another. Under pretext of this illimitable inherent power, what is there to prevent the Court of Bishops putting a brother Bishop on trial without notice, and without allowing him any evidence, and condemning him in his absence? Certainly there is nothing to prevent it, and it is no great stretch of imagination to see that this is pretty much what they have already done with the *four laymen*. They have put them on trial without notice; they have tried them upon the *ex parte* allegation of Bishop Doane, made in their absence, without the sanction of an oath; they have given them no opportunity of answering the charges which they allowed one of their body to make against them, and they have virtually condemned them unheard. And if a brother Bishop should happen to be obnoxious to a majority of the Court, we see nothing which

would prevent them making use of this inherent power to sacrifice him; as it would appear they were willing to sacrifice the characters of the four laymen because they had the audacity to speak the truth in regard to one of their brethren.

But we have also said that this decision is illegal; the very ground upon which it is placed, of "*inherent power*," assumes that it is above and beyond all law. Now it is an absurdity to call a Court that acknowledges no law, and acts by virtue of inherent power, a judicial tribunal. The only power of a judicial tribunal is to *declare* what the law is. But an inherent power to disregard all law must be a tyrannical power; it has no kind of analogy to judicial power. And if we examine the action of the Bishops assembled at Camden for the trial of Bishop Doane, we shall see that if they ever put on the robes of judicial office, they completely divested themselves of them before they dismissed the case. Who ever before heard of the Judges of a Court appointing a committee of their body to enter into a negotiation with the accused person to ascertain how much they could get him to confess of the charges exhibited against him, on condition that if he would confess his guilt he should escape trial and punishment? chaffering with the accused as to the terms upon which they were to turn him loose unpunished and unrebuked. What Court ever before said to the Attorney General, or public prosecutor, stand aside; although the law has vested in you alone the authority, and imposed upon you the responsibility of determining whether public justice requires the prosecution of offenders or not, yet we will disregard your opinion on this subject, we will, in opposition to your solemn protest, and in violation of all law, and all usage, usurp your authority, and decide for ourselves that the accused shall not be prosecuted? But this is just what the Court of Bishops, by virtue of their "inherent power," have done.

It appears to us that it would have been quite as justifiable, and perhaps more candid, for the Court to have said that they had an inherent power like the Pope, to receive confessions and to forgive sins, than to adopt this monstrous doctrine of inherent power. It would have been quite as justifiable to have said, that a Bishop has an inherent power to dispense with the observance of the ten

commandments as they have to dispense with the canons of the Church, and the rules established for the good order and *discipline* of the Church. And the only difference between their doctrine of inherent power and the Romish doctrine of dispensation and indulgences is, that by the latter the inherent power of dispensing with law resides in the Pope alone, but by the doctrine of the Court of Bishops the same inherent power resides in each Bishop, so that instead of having but one Pope and one dispensing power, we have in this country upwards of thirty of these petty Popes, exercising the power of dispensing with the laws of the Church, and giving either indulgences for future or absolution for past offences. It is painful to be compelled to characterize any decision of Christian men by such language, but a decision which aims so deadly a blow at the purity and discipline of the Episcopal Church, appears to us to call for the severest animadversion.

We have said also that this decision was against the common law. It is unnecessary to discuss a proposition so plain. The merest tyro in the law knows that when a person has been regularly indicted and arraigned for trial by the proper prosecuting officer, that the Court cannot interfere and stop the prosecution without his consent, nor discharge the prisoner without allowing the prosecutor to be heard. The Court of Bishops were not so ignorant as not to know this. On the contrary, they sinned against light and knowledge, and what proves it, is the course they adopted towards the three presenting Bishops. After the Court had concocted this mode of letting Bishop Doane off; after they had endeavored in vain to get the three presenting Bishops to withdraw the presentment, and finally communicated to the presenters their determination to dismiss the case, the three Bishops sent in to the Court a written request to be heard in opposition to such a course. And what did the Court do? Did they hear the three Bishops in opposition? No, they sent a committee to them to request them to withdraw their application to be heard. Why was this done? We can conceive of but one answer. They were afraid that the monstrous injustice and illegality of such a course would be so exposed by the indignant eloquence of those three noble champions of the purity of the

Church, that some of the timid among the brethren might give way, and thus defeat the project upon which they had previously agreed.

We think we hear the voice of one of the Reverend presenters appealing to the Court in language like this: And you, my brethren, who serve the Lord, remember that the interests of virtue are in your hands, that the foibles with which you stain it become, as I may say, spots upon religion itself. Consider how much the world expects from you; consider what the Episcopal Church expects from you; consider what engagements you contracted toward the public when you espoused the cause of piety, and what engagements you contracted towards the Church when you took upon you the obligation of your consecration vows; consider with what dignity, what fidelity, what respectability, what devotion, what zeal, you ought to support the character and part of servants of Jesus Christ, and ministers of his holy Church. Beware lest "through your means piety become a fable to the world, the sport of the wicked, the shame of sinners, the scandal of the weak, and the stumbling block even of the righteous. Beware lest through you vice is held in honor, virtue is debased, truth is weakened, faith is extinguished, religion is annihilated and corruption is universally spread, and as it was foretold by the prophet, desolation perseveres even to the consummation and to the end."

But the three Bishops, over persuaded, agreed to withdraw their application to be heard, and to substitute for it a protest which was to be placed on the record. This was assented to on the part of the Court. The three Bishops then, with the aid of their counsel and in their presence, drew up a protest and signed it, and left their counsel to go and present it to the Court. And it was understood when the protest was thus signed that the three Bishops were to be at liberty to publish whatever they might see proper in regard to the action of the Court in dismissing the presentment. But when the protest, thus signed, was presented to the Committee of the Court, they were not satisfied with it. It contained no pledge, express or implied, that the mouths of the three Bishops should be sealed up, and that they should not write or speak any thing against this illegal decision. What did the Committee then

do? Why, they went to work persuading the three Bishops until by their importunity they induced them to add to the protest the last clause of the last sentence, *viz:* "The undersigned are prepared to abide such action as the Court may take in the premises."

Having secured this alteration in the protest and thus, as they supposed, effectually enjoined silence on the three Bishops, the Court was then prepared to consummate a decision which was to place upon the pure vestments of the Episcopal Church one of the deepest and darkest stains which she has ever received since her organization in the United States.

Such a decision, thus made by connivance with the accused, is in direct opposition to every principle of the common law.

We have said it was in opposition to *canon* law. What is the canon law of the American Protestant Episcopal Church? That learned ecclesiastical jurist, Murray Hoffman, tells us, on page 64 of his Treatise, "1. That the English canon law governs, unless it is inconsistent with, or superseded by a positive institution of our own. 2. Unless it is at variance with any civil law or doctrine of the State, either recognized by the Church or not opposed to her principles. 3. Unless it is inconsistent with or inapplicable to that position in which these States are placed."

Again he says, page 65, "And it is to that law (the English canon law,) to which we are to resort for guidance in all unsettled points. We shall find this submission more useful and more noble than the license and the anarchy of an unrestricted, undirected and unenlightened judgment."

We find nothing in the pages of this eminent ecclesiastical jurist to sanction the vague notion of "*inherent power*" in the Bishops to nullify and disregard canons and constitutions, common law and canon law.

To prove that this decision is uncanonical it is only necessary to refer to the canon for the trial of a Bishop. The third section of the fourth canon says, that "upon a presentment made in either of the modes pointed out in section I. of this canon, the course of proceeding *shall* be as follows:" and then proceeds to point out the duty of the Court. This canon the Court of Bishops have deliberately contemned, despised and trampled under foot. They

have committed treason against the constitution of the Church and declared open rebellion against her laws.

Let us here again refer to the work of the Rev. C. Colton, above cited. In page 180, he says, "Canonical authority tells *how* things should be done, and what things may not be done. It defines rights and privileges; as far as possible, it has taken care of the rights of all, by prescribing the duties of all, directly or indirectly, in the shape of principles, and of specific cases where it could not give precise rules for all cases."

The decision is also against the Divine law; for Paul, in the 5th chapter of Timothy, 19, 20, says, "Against an Elder receive not an accusation but before two or three witnesses. Them that sin rebuke before all, that others also may fear." In this case Bishop Doane confessed that he had sinned. Did the *Court* rebuke him. No. But most of them we presume congratulated him upon his success; a success obtained by triumphing over the canons and constitution of the Church.

Davis, Solicitor General of Massachusetts, in his practical treatise on the duty of Justices of the Peace, page 12, says, "An agreement to stifle the prosecution is said to be a crime most detrimental to the Commonwealth. For it is the duty of every man to prosecute, appear against, and bring offenders to justice. Any agreement to the contrary is said to be void by the common law, the civil law, the moral law, and all laws whatever. *You shall not stipulate for iniquity.*"

All writers upon our laws agree that a polluted hand shall not touch the pure fountains of justice.

But perhaps some of the sticklers for inherent power may say that such rules were only intended for common Judges, and not for Bishops. But let us see what the great head of the Church, from whom it is pretended this inherent power is derived, says. He says, "Judge not according to the appearance, but judge righteous judgment." That is, lay aside all favor, and affection, and prejudice, and consider the case attentively and impartially. Can any member of that Court lay his hand on his heart and declare before God that he laid aside all favor to Bishop Doane, and all prejudice against the laymen, when he decided that case?

But the last and most serious objection to that decision yet re-

mains to be stated; and this is, that it is a direct and palpable violation of the consecration vow which each Bishop promised and swore to perform. By that vow they promised and swore "conformity and obedience to the doctrine, *discipline* and worship of the Protestant Episcopal Church in the United States." It cannot be denied, that the trial of a Bishop is a part of the *discipline* of the Protestant Episcopal Church in the United States. Murray Hoffman, in his able Treatise on the Law of the Protestant Episcopal Church, in the very first sentence of his Treatise, speaks thus: "The laws and regulations concerning the discipline of the Protestant Episcopal Church of the United States, may be thus arranged: 1st. The Constitution and Canons of the General Convention, &c. He then enumerates the other laws and rules. In page 39 he defines the meaning of the term *discipline*, and he tells us it has two meanings; first, the administration of punishment for offences; second, the regulation and government of the Church."

The trial is for the very purpose of enforcing "the discipline of the Church." The third section of the third canon of the General Convention at Philadelphia, in October, eighteen hundred and forty-four, enacts that if "the accused Bishop appear, before proceeding to trial, he shall be called on by the Court to say whether he is guilty or not guilty of the offence or offences charged against him; and on his neglect or refusal, the plea of not guilty shall be entered for him, and the trial *shall* proceed."

But in this case the Court deliberately disregarded and contemned this canon, establishing a part of the discipline of the Church. They refused to call upon Bishop Doane to plead guilty or not guilty; they refused to let the trial proceed; they prevented the three Bishops, who had equally sworn obedience to the *discipline* of the Church, from performing that duty which their oaths imposed upon them, although those Bishops protested against this invasion of their rights, and this obstruction of their duty.

The Court of Bishops cannot plead ignorance of their duty, for some of them were educated to the law, and were well acquainted with its principles. But it was not necessary to be lawyers, to ascertain their duty. If they had but an ordinary acquaintance with the most eminent writers of their own Church, it would have

sufficed to have taught them their duty. Hooker tells us, "as we are to believe forever the articles of evangelical doctrine, so the precepts and *discipline* we are in like sort bound forever to *observe*."

But this decision strikes at the root of all discipline. It is saying to Bishops, You may lie, cheat, swear false, get drunk, commit all the crimes in the catalogue, for there is an inherent power in your brother Bishops to shield you from all punishment. And when the discipline of the Church is once destroyed, the Church will cease to be of any value. "A Church without discipline," says Hoffman, page 480, "must become, if it is not already, a Church without religion. Some coercive and excluding power is indispensable wherever faith in its integrity, or life in its purity, 'would be vindicated or sustained.'"

We come now to the consideration of the confession of Bishop Doane, which was the basis on which the dismission of the case rested.

A more disingenuous, artful and evasive paper could hardly have been prepared even by the joint labor of Bishop Doane, his six counsel and his committee of seven. It does not appear to us to manifest a single sentiment of genuine contrition or repentance. It is a labored effort to cover up and conceal crime and immorality. It is carefully and studiously worded to induce the reader to believe that all his indebtedness grew out of what he calls his plans of Christian education; but he dare not say so. Did he owe no debt when he left Hartford? Did he owe no debt when he left Boston? Did he contract no debt *for wine after he came to New Jersey?* Did he contract no debt for building Riverside? Did he contract no debt for his private library of six thousand five hundred volumes and pamphlets? Were all his debts to his booksellers and publishers, for Christian education? Was the debt he contracted with Munsig & Borman, for fitting gas-works in his house at Riverside, for Christian education? There were many debts, as he well knew, which were contracted by him for other purposes than Christian education, and therefore the care with which the confession is worded.

Again he says, "The embarrassments here referred to were followed by a long and well nigh fatal illness, which, withdrawing him entirely from the business which he had carried on *alone*,

was mainly instrumental in the entire failure of his pecuniary affairs." What does he mean by "the business he *carried on alone?*" Dees he allude to his business of teaching or superintending the schools? If so he was not alone, for all his pamphlets, giving the terms of his school, show that he had able teachers and assistants. Does he mean by it that he was *alone* in attending to the financial concerns? If that is what he means, then it is not true, for in addition to the assistance of Mr. Germain, who indorsed his notes and used to go to Mr. Deacon to obtain his indorsements, Bishop Doane, in his Protest and Appeal, page 37, says, "There were several Banks in New Jersey at which special friends of the undersigned and of his works were influential; in many cases as Presidents and Cashiers, on which he was permitted to draw short drafts, from time to time, to be discounted and placed to his credit. At maturity they were duly met. This was an indulgence granted to the undersigned by those who had an interest in his works, and were willing in this way *to assist him in its prosecution.*" It appears then that he did not carry on his pecuniary or financial arrangements *alone*, or without assistance. But we say again, that it is not true that "his sickness was *mainly instrumental* in the entire failure of his pecuniary affairs." To prove this we have only to refer to the report of his own Committee of Investigation. In their first report, page 28, they say, "The business of the Bishop in the Bank at Burlington, as exhibited by his Bank account, was nearly *half a million of dollars per annum*, but this was occasioned by having to renew his old floating indebtedness every two or three months, and make large and constant additions to it at each renewal. In other Banks the amount was large, for the same reason, but much smaller than this, the amount in the Burlington Bank being the aggregate sum. *This is all the fictitious credit which the Bishop created or preserved.*" And we ask, in all simplicity, if a half a million of *fictitious* credit was not enough to break any man, when the estimated value, according to his own oath, of all his property, real and personal, over and above the incumbrances of one hundred and six thousand dollars, was only seventeen thousand four hundred and eighteen dollars and fifty cents. But this famous report of this famous Committee further

tells us, on page 14, "that by putting his notes in market and selling them at a ruinous discount, the Bishop increased his indebtedness in two years from one hundred and ninety thousand dollars to two hundred and sixty thousand dollars." That is thirty-five thousand dollars a year for discounts. How many years longer could he have preserved his fictitious *credit*, running behind hand at the rate of thirty-five thousand dollars a year? The idea that his failure was owing to his sickness, is too bald to deceive any man the least acquainted with business. This sickness, which he and his friends appear to lament, was a most fortunate sickness for his poor creditors, and it would have been more fortunate if it had happened several years earlier; it might have saved them a great deal of money; and certainly Bishop Doane saved more by his sickness than ever he saved while in health; he saved thirty-five thousand dollars a year in discounts.

Another of his excuses in this confession is as follows: "In this condition of things, being entirely left alone and *without advice*, every step which he advanced involved him more and more deeply in pecuniary embarrassments. It is certainly very unfortunate, if with so many friends and the Trustees of the College also, he should be obliged to stand "*alone and without advice.*" How could his friends and Trustees be so derelict of duty? Let us see what one of his friends says on this subject, Jeremiah C. Garthwaite, than whom we are not aware the Bishop recognizes a firmer friend; in his examination before the Investigating Committee, page 89, speaking of the fifty thousand dollar loan, says, "It was made under the advice and at the instance of many of the Bishop's *friends.*" But what does the Bishop say in his Protest and Appeal, page 29? He says, "The decision to make the *assignment* was adopted by him with the *advice* of several gentlemen who hold the *very highest* place in the confidence of the community." (He takes care not to tell us the names of these friends who hold the *highest* place in the confidence of the community; if he had we could and would have taken issue on the allegation, but it is purposely left vague.) He then speaks of the assignees and says, "The undersigned referred the whole subject entirely to their judgment, and was guided in every thing by their advice." What becomes then of this pre-

text that he acted "*alone and without advice?*" It is sickening to be compelled to follow a Bishop of the Episcopal Church through such a tissue of evasions and misrepresentations.

But there is a very curious feature about this case, and one which is to us wholly unaccountable. The Bishop does not in his confession say any thing upon the charge of intemperance. There was no proof allowed to be offered by the presenters on the subject, and the *ex parte* evidence of the Committee of the Diocesan Convention of New Jersey acquitted him of every charge of intemperance. Why, then, and upon what evidence was that Committee of two of the Bishops, or more properly a sub-Committee, appointed by the Committee of seven, and consisting of Bishops Polk and Otey? Why, we ask, was this sub-Committee appointed to admonish Bishop Doane upon the subject of intemperance? What was the evidence before that high Court which authorized the appointment of this sub-Committee for this purpose? Had the Court such *ocular* demonstration of the truth of the charge as to justify the appointment of this Committee? Had they the proof by more of their senses than *one* that this charge was true? We presume so, because it was a rule very pertinaciously adhered to by some of the Court, on the trial of another Bishop, that by the mouth of *two* witnesses every fact should be established. If the Court of Bishops really believed that Bishop Doane's habits were such as to require admonition upon the subject of intoxicating drinks, how could they justify themselves in passing over the charge without any confession or any public rebuke?

In regard to many of the charges this pretended confession is wholly silent, it neither admits or denies them. He says nothing as to the charge of signing Mr. Binney's name without authority, nor upon the charge of falsehood. But such as it is, it is nevertheless sufficient to vindicate the four laymen, and to satisfy the public that they had good cause for the course they adopted. And it is sufficient also to put down all the pretences of innocence so pertinaciously and so boldly put forth by Bishop Doane and his friends, his Convention and his Committee.

For the purpose of showing more effectually the contrast between the declaration of Bishop Doane and of his Convention with the Confession, we have placed them in parallel columns.

Bishop Doane's Denial in February, 1852.

"The undersigned simply declaring as under the immediate eye of God, his entire and perfect integrity and innocence as to all and singular the charges made against him." (*Protest and Appeal, page* 17.)

"It is of the first necessity to show the course of things by which a man who challenges the world upon the ground of perfect honesty of purpose, and unreserved and ruinous self-sacrifice, could possibly be made the subject of such charges, even from such a source."—(*Page* 17.)

"He was satisfied with his own sincerity and honesty." (*Page* 25.)

"In perfect fearlessness of truth he stands and will stand in his lot. And in the most solemn manner he protests against the uncanonical, unchristian and inhuman procedure of the three Bishops."

The address made by the Committee of the Diocesan Convention to the first Court of Bishops, which is dated Camden, October 7, 1852, and signed by Samuel L. Southard, Jas. A. Williams, Elias B. D. Ogden, Harry Finch, Charles W. Rankin, and J. W. Miller, says:

Bishop Doane's Confession in September, 1853.

"He was also induced, by his too confident reliance on anticipated aid, to make promises which he fully expected to perform, but which experience has taught him were far too strongly expressed.

"He was also induced, for the sake of obtaining money to meet his necessities, to resort to methods by the payment of interest on exhorbitant loans, which he did not suppose was in contravention of law, and which common usage seemed to him to justify.

"He, also, in entire confidence in his ability to replace them, made use of certain trust funds in a way he deeply regrets, and although they have long been secured, he does not now justify.

"That in the course of all these transactions human infirmity may have led him into many errors, he deeply feels, he does not wish to justify or excuse them. If scandal to the Church and injury to the cause of Christ have arisen from them, they are occasion to him of mortification and regret. For these things, in all humility and sorrow before God and man, he has always felt himself liable

"Under these legitimate and sacred influences, the Diocese of New Jersey has examined the charges brought against her Bishop and found them to be untrue."

REPORT OF COMMITTEE.

"Your Committee report their unanimous conviction, as the result of their investigation, that there is no just foundation for the charges against the Bishop of this Diocese; and further, that the evidence has produced in their minds increased confidence in his integrity and purity of intent."

RESOLUTION OF THE CONVENTION OF NEW JERSEY.

"*Resolved*, That the result of this investigation, and the evidence now laid before the Convention, renew and strengthen the evidence heretofore expressed, in the integrity of the Rt. Rev. Bishop of this Diocese, and in our opinion fully exculpate him from any charges of crime or immorality against him."

SECOND REPORT OF COMMITTEE.

"That all may learn the injustice done to the Bishop of this Diocese in these charges, and the triumphant refutation of his character from these charges impeaching his reputation and habits for temperance and sobriety."

to, and willing to receive the friendly reproofs of his brethren in Christ Jesus, and especially of the Bishops of this Church."

It has been stated upon the most reliable authority, that the Committee of seven Bishops appointed a sub-Committee, consisting of Bishops Polk and Otey, to admonish Bishop Doane upon the subject of intemperance in drinking.

The course pursued by the Court has been attempted to be justified on the plea of mercy. And it is said, "he who confesseth and forsaketh his sin shall obtain mercy." The answer to this is: First. There is no proof that Bishop Doane confessed his sins, much less forsook them. Second. Mercy is to be exercised in subordination to law, and is not to override law. Justice may be tempered with mercy, but mercy is not to trample upon justice. Judges sworn to administer the law cannot let the guilty go quit, upon the pretence of exercising mercy. The prerogative of mercy belongs to the executive, and not to the judicial power. But even the executive would be restrained by higher considerations than those which appear to have actuated the Court of Bishops, from exercising this power on such an occasion. Executive clemency is governed by such considerations as are presented by Dr. Adam Smith, in his Theory of Moral Sentiments, in the following language:

"When the guilty is about to suffer that just retaliation which the natural indignation of mankind tells them is due to his crimes; when the insolence of his injustice is broken and humbled by the terror of his approaching punishment; when he ceases to be an object of fear, with the generous and humane, he begins to be an object of pity. The thought of what he is about to suffer extinguishes their resentment for the sufferings of others to which he has given occasion. They are disposed to pardon and forgive him, and to save him from that punishment which in all their cool hours they had considered as the retribution due to such crimes. Here, therefore, they have occasion to call to their assistance the consideration of the general interest of society. They counterbalance the impulse of this weak and partial humanity, by the dictates of a humanity that is more generous and comprehensive. They reflect that mercy to the guilty is cruelty to the innocent, and oppose to the emotions of compassion, which they feel for a particular person, a more enlarged compassion which they feel for all mankind."

Those in whom the prerogative of mercy is vested by the law, should never forget that the safety of a guilty man is an outrage to justice, and insult to social order; that it encourages crime, and makes probity tremble.

To those who have thoughtlessly attempted to give some color of justification to the course pursued by the Court of Bishops, by quoting the language of Shakspeare, that

> "The quality of mercy is not strained,
> It droppeth as the gentle rain from heaven
> Upon the place beneath. It is twice blessed," &c.

We would oppose the sentiment which the same poet puts into the mouth of Angelo, when he says:

> "I shew it most of all when I shew justice,
> For then I pity those I do not know,
> Which a dismissed offence would after gall;
> And do him right, that answering one foul wrong,
> Lives not to act another."

We cannot dismiss this subject without a few remarks upon the practical operation of the three different codes of Episcopal "inherent law," for the first time invoked in this case, and brought into full operation by Bishop Doane, under the sanction of the highest ecclesiastical judicatory.

We were so simple as to suppose that charges preferred by four communicants of the Church to the presenting Bishops, particularly if the three Bishops, upon full investigation, ascertained their truth, and made them their own by adoption, were just as much entitled to the consideration of the Court of Bishops, under the canons of the Church, as if such charges had been signed by four hundred laymen. We have never been able to find any rule or practice, any law, human or divine, to the contrary. But this was owing to entire ignorance of the codes of law by which the case was to be governed. These codes having been since authoritatively announced and applied to the case, threw new light on many things which heretofore appeared to us inexplicable. Thus in the early stage of the controversy Bishop Doane made it a great point, that but *four* laymen signed the charges, and in his Protest and Appeal, page 7, he says, "He has read the two with mingled surprise and indignation; with surprise that three persons bearing the responsibilities of Bishops in the Church of God, would be found to take action against a Bishop on the shewing of four persons. Will it be endured that they shall speak of 'complaints' in the Diocese of the undersigned, and then produce but *four?*" The answer we gave to this part of the Protest and Appeal, was, "that in legal proceedings to found a presentment

of a grand jury, but one witness was required; under the Mosaic and Ecclesiastical law, but two witnesses were required to *convict* a person of crime, and we had yet to learn that the accusation of one respectable man was not sufficient to ask inquiry, which was all the Bishops asked." But when we penned this sentence we were looking at this subject only through the dim light of the Bible and the canons of the Church, and the practice and principles applicable to civil Courts, and therefore it is not to be wondered at that we should have considered as wholly unimportant a circumstance which Bishop Doane considered of great consequence, knowing, as he told the Court of Bishops at Burlington, "that you have discretion, then, as Bishops, *before* the canon, and *outside* of it, and I must add, *from above* it." This *before, outside* and *above canon* discretion, which is locked up *inside* of a Bishop's conscience, which nobody but a Bishop can know, is of course far superior to any other law, and we must humbly apologise for setting up our opinion on the subject at all. We cannot and do not now pretend to say that under this code of law the names of four hundred laymen would have been sufficient to have sent charges to the three Bishops. Bishop Doane having such superior knowledge of this *before, outside* and *above* code, and feeling well assured that we had violated it egregiously in having only four signatures to our letter, was disposed to be sarcastic upon us, and he concluded what he said upon this part of the subject with the following words: "How far the Churchmen of New Jersey will permit the four, whose names are written above, to be their representatives, the undersigned most cheerfully consents that they should say." If by Churchmen of New Jersey he means Conventions of this Diocese, who have passed resolutions exculpatory of Bishop Doane "*from any charge of crime or immorality,*" then we unhesitatingly say, we could never be true representatives of the sycophantic servility and disgusting toadyism of such Conventions. When such Churchmen as A. Gifford, Richard W. Howell, and Jabez Pennington were deemed by the Convention unfit to represent them, then certainly we must aspire in vain for such an honor. We confess, also, that in consequence of our gross ignorance of this "*before, outside* and *above*" law, that we fell into the same grievous error which the Ohio layman

fell into when he said, that "The Church has provided an independent tribunal, out of the reach of prejudice, under the most solemn obligations to try the issue between the parties without fear, favor or affection. Before a Court thus composed, let Bishop Doane be assured that no abuse of the prosecutors, no impeachment of their motives, no assertion of innocence, however loud, no official airs, however imposing, will avail him; there will be but one question, of innocence or guilt, and the determination of that question will depend upon the oaths of disinterested witnesses." Whereas Bishop Doane being familiar, from the nature of his office, with the unpromulgated code of "*before, outside* and *above*" law, knew very well that the Court was under "no obligations to try him at all," and as to that silly notion which the Ohio layman entertained, in common with ourselves, that the Court was to try the parties without *fear*. If laymen have a right to form any opinion at all of this "*outside*" law, we should say that *fear* was one of the principal elements which entered into the trial, for so well aware was he of the value of this element, that one of his partizans commenced operating upon it at a very early period, long before the sitting of the Court; and distinctly intimated in the Diocesan Convention, that if a certain course was persisted in, there would be an independent Diocese, and that the unity and harmony of the Church would be destroyed; and this threat has been repeatedly held out by Bishop Doane's friends, if not by himself, and was doubtless a most powerful argument under the "*outside canon*" code. Inasmuch as Hawks and Hoffman, in their treatises on the ecclesiastical law and canons of the Church, have entirely omitted all mention of these "*before, outside* and *above*" canon codes, we were at a loss to know what these codes were, or how to be used. But we were not left long in uncertainty.

Upon the assembling of the Court of Bishops, at Camden, we found the outside canon to consist of two United States Senators, one Ex-United States Senator, one Judge of the Supreme Court of New Jersey, a half dozen Clergymen, and half a dozen of Bishop Doane's creditors. It was stationed at the door of the building occupied by the Court, and at the corners of the streets, so as to enfilade each approach, and so that the members of the

Court could neither go in or out without coming within point blank range of this formidable *battery*. Exposed to such a fire, it was apparent that the Court would soon have to capitulate. We do not know whether the Ohio layman has not subjected himself to ecclesiastical censure, under this *outside* code, for expressing the very erroneous opinion, "that before a Court thus composed no abuse of the prosecutors, no impeachment of their motives could avail him." If he had listened to Bishop Doane's speech before the Court he would have been taught that the abuse of prosecutors, according to the "*outside*" code, is not only proper and admissible, but may rightfully form a principal part of the speech of the accused, and he would have been taught the absurdity of that strange notion, which he also entertained in common with the four Jersey laymen, viz: "That the determination of the question of innocence or guilt would depend upon the oaths of disinterested witnesses." For our part we recant all such erroneous opinions, and freely confess, that according to the "*outside*" canon code, the guilt or innocence of the accused depends not upon the oath of disinterested witnesses, but upon the unsupported assertions of an interested party. Not being acquainted with Episcopal technology, we cannot of course characterize the application of this outside canon law by its appropriate technical term. But, drawing an analogy from the common law, we should say that it looks to us very like what lawyers and laymen call embracery. Jacobs tells us Embracer "Is he who, when a matter is on trial between party and party, comes to the bar with one of the parties, having received some reward so to do, and speaks in the case or privately labors the jury, or stands in the court to survey and overlook them, whereby they are awed, or influenced, or put in fear or doubt of the matter"—or we might further illustrate our silly, vulgar notion of this outside canon, by comparing it to what in regard to Legislation is commonly called Lobbyism.

Marvellous, indeed, were the results of this outside canon. We could feel the effect of the shot, if we could not see the flash or hear the report. One of the effects produced by it, was to make some of the Court believe that the allegation made by the three presenting Bishops, that they had in their possession a memorial, signed by upwards of one hundred and thirty Episcopalians of

New Jersey, requesting them, after the determination of the Court at Burlington, to make a new presentment, and bring Bishop Doane to trial, was untrue; or that the names on the memorial were forgeries; or that the persons who signed it were only "*vagabonds*," such as Bishop Doane represented the four Laymen. The three Bishops, if they heard of these falsehoods, could not run round to the members of the Court to contradict them, and the four Laymen knew nothing about them until the case was over.

To satisfy the members of the Court that they were grossly imposed upon by the insinuations and reports made by Bishop Doane and his *outside canon*, and that the statement of the three Bishops was true, and that the persons whose names were on that memorial were not "*vagabonds*," and that their names were not put to it in the way that Bishop Doane put Mr. Binney's name to a subscription, (without authority,) but with their own proper hands, we state that this memorial contained the names of the Hon. William Chetwood, the Hon. William A. Duer, the Hon. Charles S. Olden, the Hon. Francis B. Chetwood, Captain Pegram, Capt. Wm. Salter, U. S. N., Dr. George Chetwood, Richard Stockton, Esq., Walter Rutherford, Esq., and Dr. Edward Harris. This is a sample of the names attached to that memorial. We ask the Reverend Judges, if they don't know these gentlemen, to inquire, and compare the information they shall receive in regard to them, with the representation made to them by the "*outside canon*," and if they do not find that they have been completely gulled and deluded in regard to the character of the signers to that memorial, then we have been greatly misinformed.

By the *before* canon code, we suppose to be meant, the code which authorized the accused, after he had been presented in a regular canonical way to anticipate or get "*before*" the presenting Bishops, either by summoning a Convention of the Diocese of the accused, to pass judgment of condemnation upon them, or by getting a brother Bishop to carry a letter to the presiding Bishop from the counsel of the accused, requesting him to do an act which would render nugatory all that the three Bishops had done, and then calling a Convention, appointing a Committee of friends, trying the case without evidence, and sending the "*verdict*" of acquittal to the Court of Bishops. The only other part of

these three Episcopal codes heretofore unknown to laymen which it is proper we should illustrate, is the "*above*" canon code.

The meaning of this we take to be, that if the three presenting Bishops prove refractory and cannot be reduced to submission by the bombardment of the "*before*" canon code, or siege of two weeks by the *outside* canon code; if there is still a majority of the Court that hold out, then is to be brought into action the principles of the "*above*" canon code. This is done by getting a Committee of the Court, appointed with authority to enter into a negotiation with the Bishop accused of crime, to see if they can induce him "*to confess his innocence*," upon condition that the Court shall examine no further into his *crime*, but let him go without day. In this way the accused and the Court override the general canon for the trial of a Bishop that is get "*above*" *canon*. This is the last application of the above canon code, and the effect of it is so overwhelming and decisive that it not only goes far beyond the avowed object of Bishop Doane in introducing these codes, which was merely to "make the trial of a Bishop hard," but it makes the trial of a Bishop impossible upon the application or demand of any number of laymen. This at least is the construction which laymen will put upon it; and whether the construction be true or false the consequences to the Church will be equally disastrous. The number of sincere believers who will be deterred by this decision from uniting themselves with the Episcopal Church, will, in our opinion, far exceed the converts which all the sermons of all the Bishops who comprised that Court will ever make during the whole course of their lives.

We will now conclude this vindication by quoting the remarks of one of our most eminent lawyers, and of one of our most eminent divines, in reference to this case. The lawyer says, "I confess myself unable to comprehend the action of the Court, or to reconcile it with my ideas of law, justice, or common sense. The paper of Bishop Doane does not cover all the items of charge, but leaves them neither denied nor admitted; for instance, the charge connected with Mr. Binney. Some, in very general and vague language, he seeks to justify or extenuate, upon the ground of good intentions; others upon the plea of ignorance of the law. I have been accustomed to regard a plea of guilty of

the facts charged as requiring a judgment of guilt, never as the ground for entering a *nolle prosequi.* It also seems to me that any confession or acknowledgment came too late to be received with any favor, or regarded as having any merit. It came after repeated denunciations of all concerned in the prosecution; after every possible effort to quash the proceedings and to stifle inquiry. It was a mean skulking of the question; a sneaking out of a difficulty into and against which he had proudly strutted. He gives the lie to all his previous language, and stultifies his Diocesan Convention. Yet all this the Court has sanctioned, and not only looked at it without censure or rebuke, but really seemed to have regarded it as obliterating every impurity. In my humble judgment the Bishop is humiliated, his Convention disgraced, the Court dishonored, and the Church most seriously injured. Were not the whole matter so painful, I should pronounce it ineffably ridiculous. As a finale, I should like to see the countenances of the Bishop and his friends, when they meet in Convention to exchange congratulations on the result."

One of the Reverend Clergy speaks thus of the decision: "The more I think of the action of the Court of Bishops, the more I see how illegal, improper, evasive of duty and dishonorable to the Court it was, and cruel to New Jersey. Think of the condition of the Diocese, in having a Bishop still under all the charges, having escaped trial once by the action of his friends, then by his own; first by pleading the action of his Convention, which the next Court decided to have been illegal, then by a confession, which, however evasive, shows that the presentment could have been proved. A Bishop who denies all and abuses all who do not do likewise, and then when trial is otherwise inevitable, takes back his denial and abuse and denies himself; a Bishop who consents to live under a charge of drunkenness, and escapes its investigation, under an acknowledgment of imprudence in debt—what a condition for a Diocese to be in, and a Bishop to be in, and remedy by law now out of the question, the case sealed up, the disgrace graven on the rock. It was the Court, sitting as apologists and compromisers, and hearers of any thing but evidence, weighers of all but proof, seeking after ways of getting rid of the responsi-

bility of deciding under the law, and gladly taking the far heavier responsibility of deciding against law.

WILLIAM HALSTED.
BENNINGTON GILL.
CALEB PERKINS.
PETER V. COPPUCK.

APPENDIX.

A.

To the Rt. Rev. William Meade, D. D., Bishop of the Diocese of Virginia, the Rt. Rev. Charles P. M'Ilvaine, D. D., Bishop of the Diocese of Ohio, and the Rt. Rev. George Burgess, D. D., Bishop of the Diocese of Maine.

For a long period, more especially for the two years last past, grave and serious charges injuriously affecting the moral character of the Bishop of this Diocese, tending to impair his usefulness, and to bring our Church under reproach, have been rife, and they have continued to increase until they have reached a magnitude, and assumed a form which the blind can scarcely fail to see or the deaf to hear.

Believing that the best welfare of the Church requires that the charges should be promptly met, and the Church relieved of the odium under which she rests, while the same continue to circulate undenied and unrefuted, we had fondly hoped that the individual implicated would have sought the earliest opportunity of relieving his own character from the imputations which are almost daily made against it, and of dissipating the dark cloud of obloquy, which in consequence of these imputations against its Ecclesiastical head, now greviously mars the fair character of our Church.

We deeply regret that the Bishop did not embrace the opportunity which was offered him by the resolution of enquiry presented to the Convention of the Diocese at the City of Burlington, in 1849, of meeting and repelling the rumors and charges which were then known to be in current circulation against him. The course then taken served to confirm rather than diminish the suspicions that these charges had foundation in truth. Since then we have waited till two other annual Conventions have passed, at either of which the Bishop has had a full and fair opportunity of demanding an investigation into the truth of these charges.

But instead of demanding an investigation, as every honorable man in society feels bound to do when imputations are made against his character, we discover a manifest intention to avoid investigation, and to leave these rumors and charges to circulate for another year, unchecked, undenied and unrefuted.

Acting in the spirit of the twenty-sixth article of our religion, which declares, that it appertaineth to the discipline of the Church that inquiries be made of evil ministers, and that they be accused "by those that have knowledge of their offences," we have felt ourselves called upon to make such an investigation into the nature and truth of these charges as to enable us to perform our duty; and upon such investigation we are compelled reluctantly to say, that there are many charges publicly made against the Bishop of this Diocese, which ought in our opinion to be investigated under the canon of the General Convention, for such case made and provided, in order that if false, their falsity may be made manifest, or if true, that further measures may be taken, under the same canon, to relieve the Church of the odium which they inflict upon her. Amongst others of these charges visited by public rumor upon the Bishop and the Church in New Jersey, the following have come to our knowledge.

[Then followed nineteen charges, with their specifications. Of these nineteen charges, all of them were adopted by the three Bishops, and made the grounds of their presentment, except two, *viz:* the fifteenth and the nineteenth charges.

The fifteenth was as follows: "He has ground the face of the poor and oppressed the hireling in his wages."

The proof of this charge will be found in the letters of Mrs. Mary Carse, the wife of his gardner, published in this Appendix, letter AA, BB. And in his list of creditors attached to his assignment, Appendix, letter C, by which it appears that he is indebted to the servants at Burlington College, in the sum of one thousand four hundred and ninety dollars.

Charge nineteenth is as follows: "His conduct while presiding in the Conventions of his Diocese has been discourteous, undignified, unfair, overbearing, arbitrary and tyrannical, wholly destitute of that Christian meekness and humility, kindness and condescension which should characterize a Christian Bishop."

In proof of this charge we refer to the fact that in the Convention held at Newark, on the 26th day of May, A. D. 1852, he called Mr. Halsted a chartered libertine. And to the report of the sayings and doings of the Special Convention, held at Newark, on the 27th day of October, 1852. One or two extracts from that report will be all that is necessary to quote here. The Honorable James Parker said, "I rise, sir, in behalf of those whom I represent, to protest against the tyrannical conduct of the Bish-

op. The Bishop has not authority to stop debate. I protest against his assumption of it. You have destroyed the freedom of debate, sir. You refused to put a question offered by the gentleman before me, interrupted him in his remarks, and nothing, sir, but my grey hairs, it seems, excused me from like interruption. You may consider me, for that matter, as young as you please. Anybody that came in and saw the Bishop speaking, would have thought him excited by something very uncommon. I protest against this attempt to arrest debate."

Again. The Honorable James Parker said, "I move, sir, that the Bishop is out of order. You (addressing himself to the Bishop,) are as disorderly a man as anybody in this Convention."

Mr. Courtlandt Parker having offered the Convention the following resolution, *viz:*

"*Resolved*, That in the opinion of this Convention, the fair fame of the Bishop cannot be effectually rescued from accusations against it by any *ex parte* inquiry, however thorough, nor without a canonical trial."

The Bishop said, "This is worse than the other. I'll put no such resolutions. I'm a Bishop. I'm Bishop of this Diocese. I'm Bishop of this Diocese in this Convention, and I'll stand this no longer. I have been before the Court of Bishops. I took the course of that Court; and I am here. But I will not put a resolution like this. What child's play!"]

We believe that the foregoing charges and specifications can be sustained by proof, and we therefore present them to you, three of the Rt. Rev. the Bishops of the Church, in order that you may take such measures, in accordance with the canons of the Church, in relation to the same, as your official duty and your well known devotion to the welfare of the Church may seem to you to require. In this communication we have by no means embraced all that is charged against Bishop Doane by public rumor. Other matters of a like dishonorable and unbecoming character, we have reason to believe, will develope themselves to your official notice whenever you shall see fit to enter upon the investigation. In making these charges we are actuated by no motives of personal hostility against the Bishop, but our motive is to sustain and vindicate the reputation of that Church of which we are humble members.

Signed, WILLIAM HALSTED,
CALEB PERKINS,
PETER V. COPPUCK,
BENNINGTON GILL.

New Jersey, August, 1851.

The following is a true copy of an affidavit made by Michael Hays:

New Jersey, ss.

Michael Hays, of the county of Burlington, being duly sworn according to law, doth depose and say, that he did, at the request of George W. Doane, Bishop of New Jersey, indorse the promissory notes of the said George W. Doane to a large amount, in the year of our Lord one thousand eight hundred and forty-eight, which notes so indorsed were, as he supposed, discounted at some Bank, and were from time to time renewed. And this deponent further says, that the said George W. Doane, sometime in the month of May, in the year of our Lord one thousand eight hundred and forty-eight, came to this deponent with notes drawn by said George W. Doane, payable to this deponent, amounting in the whole to six thousand dollars, but without the date being inserted in said notes, and that the said George W. Doane requested this deponent to indorse these notes, being, as this deponent believes, six in number, of one thousand dollars each; and the said George W. Doane to induce this deponent to indorse them, told this deponent that he was going away from home, and that he wanted to make preparation to keep the thing agoing until he came back, and until the loan money, meaning the fifty thousand dollars which had been borrowed on mortgage, should come in, and the notes paid; that people had given their notes for the loan, but that the notes had not come due yet. And this deponent further says, that relying upon the assurances of the said George W. Doane that these six notes of one thousand dollars each were to be used for the purpose of renewing other notes of the same amount which had been discounted, and which were coming due within a short time, and during the expected absence of the said George W. Doane, he, this deponent, did reluctantly indorse the said notes, amounting to six thousand dollars, although his liability for the said George W. Doane for previous indorsements was so large that he was unwilling to increase it, and had previously made up his mind not to indorse any more notes for the said George W. Doane to increase his responsibility. And this deponent further says, that of the notes indorsed by said deponent for said George W. Doane, four thousand dollars of them were protested, and this deponent indorsed other notes to the amount of four thousand dollars to take up the protested notes. And this deponent further says, that after he had indorsed said last mentioned notes, he applied to said George W. Doane to obtain from him the four protested notes, for the payment of which he had indorsed the four last mentioned notes, the said George W. Doane delivered to this deponent two of said notes, and told him that Mr. Reuben J. Germain had the other two; and then this depo-

nent applied to the said Mr. Germain for said notes, and the said Mr. Reuben J. Germain replied that he knew nothing about them. And this deponent further says, that he has been called upon to pay the said two last mentioned notes, for the payment of which the said George W. Doane had obtained two other indorsements of the same amount from this deponent to take up said notes, and which notes the said George W. Doane informed this deponent had been taken up and were in the hands of the said Mr. Reuben J. Germain. And this deponent verily believes, that under pretence of getting this deponent to indorse notes for the purpose of renewing notes which he had previously indorsed and which were coming due, he must have obtained from this deponent indorsements to the amount of ten thousand dollars, which were not applied to the payment of the old notes, but were applied by said George W. Doane to other objects and for other purposes than the payment of the notes they were intended to renew, and by means of which misapplication and misappropriation of said notes, the liability of this deponent for the said George W. Doane was, without this deponent's knowledge or consent, increased to an amount of ten thousand dollars at least. And this deponent further says, that the said George W. Doane, on or about the twentieth day of October, in the year of our Lord one thousand eight hundred and forty-nine, entered into an agreement with this deponent, that if he, this deponent, would compromise his liability or his indorsements for said George W. Doane, without a contested suit at law, in the best manner he could, that he, the said George W. Doane, would secure to him the payment of the one-half of such sum of money for which said compromise was made, by paying this deponent the sum of one thousand dollars a year, with interest, until the said one-half should be paid; and that the second instalment, under said agreement, became due in January last, and that he called upon the said George W. Doane and requested him to pay this deponent the said sum of money, but the said George W. Doane said he could not pay until May, but that in May term he should receive his salary from the schools, and then it should be paid, and that this deponent should have his money on the tenth of May, certain. And this deponent called on said George W. Doane about the twentieth day of May last, and the said George W. Doane told this deponent he could not pay the said money. Deponent then said, "Bishop, this is a disappointment," and that if he could not get his money he should first present him to the Church, and if he could not get redress in that way he must resort to the law. And the said George W. Doane then said, that if this deponent did that, he would put himself on his defence, and this deponent would get nothing. Deponent replied, "I get nothing as it was. I could do no worse." And the

said George W. Doane then said, that this must be the last intercourse between them. This deponent then left him, and drew up a memorial to present to the Episcopal Convention, and gave it to a member of said Convention to present; and he believes that the said memorial would have been presented to said Convention, had not the said Convention, contrary to all previous practice, adjourned the first day of its session.

MICHAEL HAYS.

Sworn and subscribed this 21st day of July, A. D. 1851, before me,
WM. HALSTED, Jun., M. C. C.

B.

TO THE BISHOPS OF THE PROTESTANT EPISCOPAL CHURCH IN THE UNITED STATES.

A Presentment preferred by three Bishops of the Protestant Episcopal Church in the United States of America, against the Rt. Rev. George Washington Doane, a Bishop of said Church, before the Bishops of the said Church.

WE the undersigned, William Meade, D. D., Bishop of the Protestant Episcopal Church, in the Diocese of Virginia, Charles Pettit McIlvaine, D. D., Bishop of the said Church, in the Diocese of Ohio, and George Burgess, D. D., Bishop of the said Church, in the Diocese of Maine, do, by virtue of the authority reposed in us by the canons of the said Church, present to the Bishops of the Protestant Episcopal Church, in the United States of America:

That George Washington Doane, D. D., Bishop of the said Church, in the Diocese of New Jersey, is guilty of crime and immorality in the particulars herein after specified,—

That is to say,

SPECIFICATION 1ST.

In this,

That the said George Washington Doane, at divers times during the period in which he has held and exercised the office of Bishop of the Church aforesaid, did, in the State and Diocese of New Jersey, contract numerous and large debts, beyond his means of payment, at their respective dates, and which at their respective dates he had no reasonable and definite prospect of being able to pay—the said debts amounting, on or about the 26th of March, 1849, to not less than the sum of two hundred and eighty thousand dollars, and probably amounting to three hundred

thousand dollars then unpaid. And the whole property, real, personal and mixed, of the said George Washington Doane, at the date last aforesaid, not exceeding in value the sum of one hundred and thirty thousand dollars, of which property the real estate was bound by liens to the extent of one hundred thousand dollars, all which conduct was immoral and dishonest, and unbecoming a Bishop of said Church.

SPECIFICATION 2D.

In this,

That the said George Washington Doane, Bishop as aforesaid, for the purpose of excusing the contracting of the debts specified in the 1st Specification, in a certain printed pamphlet published by him, bearing date on or about the 9th day of February, 1852, in the State of New Jersey, entitled "The Protest and Appeal of George Washington Doane, Bishop of New Jersey, as aggrieved by the Rt. Rev. William Meade, D. D., the Rt. Rev. George Burgess, D. D., and the Rt. Rev. Charles Pettit McIlvaine, D. D., and his reply to the false, calumnious and malignant representations of William Halsted, Caleb Perkins, Peter V. Coppuck, and Bennington Gill, on which they ground their uncanonical, unchristian and inhuman procedure in regard to him," did untruly state, "The undersigned" (meaning the said George Washington Doane) "gave up his property of every form, to meet, so far as it might, a debt not personal to himself,—his private income being much more than equal to his private expenditure—but growing out of his venture for Christian education in the two institutions above named," (meaning St. Mary's Hall, a school for females, and Burlington College, a school for boys,) "and his self-disregard, to serve the Church, to adorn and dignify his native State, and shed the light of Christian learning on the land."

Whereas, in truth and fact, only a small part of the debt in the said passage mentioned, not amounting to one-half thereof, was incurred on account of those institutions above named, or of either of them, or ever enured to the benefit of those institutions, or of either of them; and as well the said school of St. Mary's Hall as Burlington College, were the private property and adventures of the said George Washington Doane, and carried on for his private benefit; and even if said debt had been incurred in such venture, yet was the contracting of such debt beyond the means of the said George Washington Doane to pay, immoral and unchristian.

SPECIFICATION 3D.

In this,

That the said George Washington Doane, Bishop as aforesaid, having at divers times during the years 1847 and 1848, procured

one Michael Hays, in the State of New Jersey, to indorse divers promissory notes for more than ten thousand dollars, for the accommodation of said George Washington Doane, said notes or most of them being without date, when delivered to said George Washington Doane, to be discounted at his convenience, did afterwards and during the years 1848 and 1849, when said notes which had been discounted for said George Washington Doane, were approaching maturity, procure said Michael Hays to indorse other notes to the amount of ten thousand dollars, under the pretext and upon the assurance that said last mentioned notes should be applied and used for the purpose of renewing the notes or some of them formerly given for discount; and said Michael Hays, confiding in such representations, did indorse notes for various sums of money, amounting to ten thousand dollars, said notes being blank as to the dates thereof, when delivered to said George Washington Doane, and delivered the same to him for the purpose aforesaid; but said George Washington Done failed to use said notes given for renewal of other notes, for that purpose, and used the same for other purposes, having them discounted, or passed to other persons for value, and left said first mentioned notes to be protested, thereby fraudulently increasing the liability of said Michael Hays, by the sums of money for which the notes so given for renewal of other notes were drawn, to wit, to the amount of ten thousand dollars.

And in particular, that in the month of May, 1848, said George Washington Doane having procured the indorsements of said Michael Hays, on divers notes discounted for the accommodation of said George Washington Doane, before that time, procured said Michael Hays to indorse six other promissory notes for one thousand dollars each, payable to said Michael Hays, but without the dates being inserted therein, and deliver them to said George Washington Doane, upon the pretext and representation that notes previously indorsed by said Michael Hays would fall due during the contemplated absence of said George Washington Doane, and that he needed these six notes to renew those so about to fall due, till he could realize the proceeds of the loan of fifty thousand dollars then just negotiated; and said George Washington Doane having under those representations and for that purpose obtained said six notes so indorsed, did not apply them in renewal of notes previously indorsed by said Michael Hays, but used and applied them to other purposes, whereby said Michael Hays was fraudulently made responsible for the whole amount of said notes over and above his previous liability for said George Washington Doane; and that said George Washington Doane having obtained, in the year aforesaid, indorsements of said Michael Hays, on notes, of which, notes to the amount of four

thousand dollars were protested for non-payment, and said Michael Hays having indorsed other notes for four thousand dollars, for the purpose of taking up said protested notes, and having delivered the same to said George Washington Doane, for that purpose, applied afterwards to him for the four protested notes, when said George Washington Doane delivered him two of said protested notes, and referred him to Reuben J. Germain for the other two, under the false pretence that said R. J. Germain had them; but on application to said R. J. Germain, he replied that he knew nothing of those two notes; and said two notes were not in fact taken up by said George Washington Doane, with the notes given him for that purpose; but said Michael Hays was compelled to pay said two protested notes, and said George Washington Doane fraudulently misapplied the two notes indorsed for the purpose of taking them up, to other purposes, whereby the liability of said Michael Hays was increased for said George Washington Doane, by his fraudulent misapplication of said two notes, to the amount of two thousand dollars.

SPECIFICATION 4TH.

In this,

That George Washington Doane, Bishop as aforesaid, having at various times during the years 1847 and 1848, procured one Joseph Deacon, in New Jersey, to indorse divers promissory notes for the accommodation of said George Washington Doane, for divers large sums of money, amounting in the aggregate to over the sum of eleven thousand five hundred dollars, which notes had not the dates inserted when so indorsed and delivered to said George Washington Doane, to be discounted at his convenience; and said notes having been discounted for the use of said George Washington Doane, whereby said Joseph Deacon was liable thereon to that amount; he, the said George Washington Doane, pretending that he was desirous of renewing said notes, did produce to the said Joseph Deacon divers notes for various sums of money, and mostly without the dates being inserted therein, at several times during 1848 and 1849, and procured and induced the said Joseph Deacon to indorse sundry of those promissory notes, for the accommodation of the said George Washington Doane, for divers large sums of money, amounting in the aggregate to the sum of eleven thousand five hundred dollars, which notes had not the dates inserted when indorsed, under the false pretence and assurance that said last mentioned promissory notes were needed for the renewal of those whereon said Joseph Deacon was already liable, and that said new notes should be used only for the purpose of such renewal; and said Joseph Deacon confiding in such false assurances, having in the years last aforesaid, in New Jersey,

indorsed for said George Washington Doane, for his accommodation, at his request, the said notes, and delivered them to him or his agents, for the sole purpose of renewing notes whereon said Joseph Deacon was already liable, the said George Washington Doane did not use and apply the said notes for the purpose of renewing such former notes, but did cause the same to be discounted and passed away to third parties, so as to increase the liabilities of said Joseph Deacon, for the said George Washington Doane, to the full amount of eleven thousand five hundred dollars.

That among the notes making the eleven thousand five hundred dollars aforesaid, was a certain note for one thousand dollars, indorsed by the said Joseph Deacon, for the accommodation of said George Washington Doane, and within the years 1848 and 1849, discounted for his benefit by the Camden Bank; and that said George Washington Doane procured said Joseph Deacon to indorse and deliver to one Reuben J. Germain, another note for one thousand dollars, upon the false pretext and assurance that such new note should be substituted for the said former note, in renewal of the same; but said Joseph Deacon having indorsed such new note and delivered the same to the said Reuben J. Germain, for the purpose aforesaid, the said George Washington Doane did not apply and use said note in renewal of and substitution for the said former note, but on the contrary, allowed the said former note to be protested, and transferred said new note to another person, so as to double the liability of said Joseph Deacon, by the fraudulent misapplication of said new note whereon he became liable to such third party, and said George W. Doane falsely stated in writing to said Joseph Deacon, that said former note had been renewed by said Camden Bank.

That two other notes, part of said eleven thousand five hundred dollars, to wit, one for the sum of seven hundred dollars, and one for the sum of seven hundred and fifty dollars, in the years aforesaid, were indorsed by said Joseph Deacon, for the accommodation of said George Washington Doane, and discounted by the Mechanics Bank of Burlington; and said Joseph Deacon, at the instance of said George Washington Doane, indorsed and delivered to said Doane, two other notes of like amount, for the renewal of said former notes, on the false pretence and assurance of said George Washington Doane, that such new notes should be used for the renewal of said former notes, discounted as aforesaid; yet said George Washington Doane having, under such representations, obtained such new notes, indorsed by said Joseph Deacon, did not so apply or use them, or either of them, but transferred the same to other parties, so doubling the liability of said Joseph Deacon, by such fraudulent misapplication.

Specification 5th.

In this,

That the said George Washington Doane, in the month of December, 1848, falsely representing to the said Joseph Deacon, that said Joseph Deacon was responsible on two notes for five hundred dollars each, discounted at the Medford Bank, for the accommodation of said George Washington Doane, and that the same could be renewed if the said Joseph Deacon would indorse a new note for one thousand dollars, to be used for that purpose, said Joseph Deacon did indorse a note for one thousand dollars, payable to said Reuben J. Germain, and by said Germain indorsed, and deliver the same to said Germain, as the agent of said George Washington Doane, for the purpose of renewing the two notes aforesaid, whereon he was represented as being responsible; but the said George Washington Doane did use and apply said note so indorsed, to discharge a certain note for five hundred dollars, discounted in said Medford Bank, for the benefit of said George Washington Doane, but whereon said Joseph Deacon was not an indorser, and in no manner responsible, and in substitution or renewal of another note in said bank, for five hundred dollars, whereon said Joseph Deacon was responsible.

Specification 6th.

In this,

That the said George Washington Doane being indebted to one William E. Page, in the sum of five hundred dollars, for so much money borrowed of him, and being pressed for payment, falsely represented to the said Joseph Deacon, that there was a certain note for five hundred dollars, whereon said Deacon was an indorser, which said George Washington Doane was desirous to renew, and under such false pretext, procured and induced said Joseph Deacon to indorse a note for the sum of five hundred dollars, for the purpose of being used in renewal of the said alleged note for a like amount; and said Joseph Deacon confiding in such representation, indorsed and delivered a note for that amount, to said George Washington Doane, for such purpose; but in fact there was no note of five hundred dollars, whereon said Joseph Deacon was indorser, for the renewal whereof such new note was requisite; but said George Washington Doane transferred said note, so indorsed by said Joseph Deacon, to the said William E. Page, as security for the said debt of five hundred dollars, due him by said George Washington Doane, but for which said Joseph Deacon was before in no manner liable.

Specification 7th.

In this,

That the said George Washington Doane, in the latter part of

May, or in the first part of June, in the year 1848, in New Jersey, represented to the said Joseph Deacon, through the agents of said George Washington Doane, and in his own person, that he was negotiating a loan of fifty thousand dollars, to be secured upon certain property by mortgage, which money was for the purpose of paying the debts of said George Washington Doane, owing to said Joseph Deacon, or whereon he was liable for said George Washington Doane, among others, and for such purposes, requested the said Joseph Deacon to advance the sum of three thousand dollars; and the said Joseph Deacon, confiding in such false pretences, did sign and deliver to the said George Washington Doane, five promissory notes, each for the sum of six hundred dollars, one payable at ninety days, the other four at the expiration of each of the next four months successively, under the express assurance of the said George Washington Doane, that he would not part with the said several notes.

Yet said George Washington Doane, contrary to the intent of the parties, and to the assurances and pretences aforesaid, did not retain the said notes, but transferred them to third parties, for value, whereby the said Joseph Deacon became liable to pay the sum of three thousand dollars aforesaid, to third parties, and for other purposes than those for which, on the representations of said George Washington Doane, the said notes had been delivered to him, thus creating an additional liability of said Joseph Deacon for him, contrary to the intent of the parties; and though the said George Washington Doane, besides the proceeds of the said notes, received divers other large sums of money on account of said loan of fifty thousand dollars, which are specified in a certain deed of mortgage, dated the 10th day of June, 1848, between the said George Washington Doane and Eliza G., his wife, of the one part, and Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite, and Nathan Thorp, of the other part, and recorded in the county of Burlington, yet no part either of the proceeds of said notes of said Joseph Deacon, nor any other portion of the said money received by said George Washington Doane, was ever applied either in payment of any part of the debt due by said George Washington Doane to said Joseph Deacon, nor to discharge any of the debts whereon said Joseph Deacon was liable for him, according to the representations by said George Washington Doane, of the purposes of said loan, and the property included in said mortgage was utterly illusory and insufficient as a security for the payment of the sums purporting to be secured thereby, and in point of fact, no part of said three thousand dollars has been repaid by said George W. Doane to said Joseph Deacon, nor has he been secured for the same.

SPECIFICATION 8TH.

In this,

That the said George Washington Doane, in the latter part of May, or in the first part of June, 1848, represented in person and by his agents, to said Michael Hays, in New Jersey, that the said George Washington Doane was negotiating a loan of fifty thousand dollars, which money was to be secured by mortgage on certain property, and was to be applied in payment of certain debts of the said George Washington Doane, due to said Michael Hays, or whereon said Michael Hays was liable to third parties, for the said George Washington Doane, together with other debts of the said George Washington Doane, which said debts and liabilities it was represented said sum of fifty thousand dollars would wholly or in great part discharge, and for such purposes requested the said Michael Hays to loan and advance the sum of three thousand dollars; and said Michael Hays, confiding in such false pretences of the said George Washington Doane, did loan and advance to him the sum of three thousand dollars, for the purposes aforesaid; and the said sum of three thousand dollars was included with other sums advanced to make up said loan, in a certain mortgage on certain property in New Jersey, dated the 10th day of June, 1848, between said George Washington Doane and Eliza G., his wife, of the one part, and Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite, and Nathan Thorp, of the second part, recorded in Burlington county, but the property to secure the same was utterly illusory and insufficient; but the said George Washington Doane having received the said three thousand dollars, as well as other large sums for the purpose aforesaid, did not apply the same, or any part thereof to the liquidation of the debt owing by him to said Michael Hays, nor to the discharge of any debt whereon the said Michael Hays was responsible for said George Washington Doane; but fraudulently and in violation of the purposes of the loan, and the assurances and representations of said George Washington Doane, on the faith whereof said three thousand dollars were advanced, applied the same to other purposes, thereby increasing the responsibility of said Michael Hays, for said George Washington Doane, fraudulently, to the full amount of said notes.

SPECIFICATION 9TH.

In this,

That George Washington Doane, Bishop as aforesaid, while soliciting a loan of fifty thousand dollars, for the purpose of relieving him of his embarrassments, did, in the months of May and June, in the year 1848, represent in person and by his agents, to divers persons who were solicited to contribute money and

funds to said loan, that the money and funds so contributed would be secured by a mortgage on certain property, of sufficient value to make the same a safe investment, which representation was made to Michael Hays, Joseph Deacon, Sarah C. Robardet, John Black, John Irick, Matthew McHenry, and Jonathan J. Spencer, among others; but said George Washington Doane did not secure the sums so advanced, on property of adequate value, but secured the said loan only on the property mentioned and conveyed in and by a certain mortgage, dated 10th June, 1848, between George Washington Doane and Eliza G., his wife, and Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite, and Nathan Thorp, now of record in Burlington county, which said property was then subject to heavy liabilities and liens, and well known by said George Washington Doane, at the time of such representations, to be utterly inadequate to secure the sums so borrowed on the faith thereof.

SPECIFICATION 10TH.

In this,

That the said George Washington Doane, Bishop as aforesaid, in the month of October, in the year 1848, being, as he well knew, utterly insolvent, and knowing that one Alfred Stubbs, a Presbyter of the Diocese of New Jersey, held the sum of one thousand dollars, belonging to the Society for the Promotion of Christian Knowledge and Piety, an association of members of the Protestant Episcopal Church, in the said Diocese, which sum it was the duty of said Alfred Stubbs to loan out or invest on good security, at legal interest, did borrow the said sum of one thousand dollars, from the said Alfred Stubbs, under the promise and condition that he would give said Alfred Stubbs satisfactory security, without delay; but the said George Washington Doane, having obtained possession of said sum of money, did not give the said Alfred Stubbs satisfactory security therefor, but gave him no other security than the bond of said George Washington Doane, with a power of attorney to enter judgment on said bond, payable in thirty days, which instrument was no security till the expiration of thirty days, and was not satisfactory to said Alfred Stubbs, and was not such security that a person holding trust funds would be justified in loaning such funds on the faith of it, nor was it such security as was contemplated at the time of the loan of said money, and it did not in fact secure the payment of said one thousand dollars, but by the failure and legal insolvency of said George Washington Doane, the said Alfred Stubbs was left without any legal remedy to secure said debt, which conduct of said George Washington Doane was a knowing concurrence on his part in a misapplication of trust funds, in a breach of trust relative thereto,

and immoral; and was specially criminal in a Bishop, whose duty it was to care anxiously for the safety of funds charitably contributed for the promotion of Christian knowledge and piety.

SPECIFICATION 11TH.

In this,

That the said George Washington Doane, at various times during the years 1846 and 1847 and 1848, during all which time he was insolvent and utterly unable to pay his debts, and knowing that one Reuben J. Germain held, as Treasurer of the Convention of the Diocese of New Jersey, money and stocks and valuable securities, to the amount of seven thousand dollars and upwards, which funds it was the duty of said Reuben J. Germain to keep invested on good security, did procure the said Reuben J. Germain to loan to him, the said George Washington Doane, out of the said funds so belonging to the said Convention, divers sums of money, at various times during the years aforesaid, amounting in the aggregate to the sum of seven thousand dollars and upwards, upon the security of the notes of the said George Washington Doane solely, contrary to the duty of the said Reuben J. Germain, as treasurer of said Convention, and without the knowledge of said Convention, that said sum of money had been loaned to the said George Wasington Doane, without other security than his notes, the said notes of the said George Washington Doane not being any safe or adequate security for said money, at the times they were respectively given; and the said money so borrowed remained so without other security till the failure of said George Washington Doane, in March, 1849, whereby the same was wholly lost to the said Convention, which conduct of the said George Washington Doane, involved the guilt of participating in a breach of trust, the guilt of inducing an officer of the Convention to violate the trust of his office, and the guilt of jeoparding the property of the Convention without its knowledge, and without obtaining its sanction, said George Washington Doane never having caused the said Convention to be informed that said money was held by him unsecured, save by his own notes, and the guilt of endangering, by appropriating them to his own use, the safety of funds consecrated to the service of the Church of God.

SPECIFICATION 12TH.

In this,

That George Washington Doane, Bishop as aforesaid, having been, in November, 1840, appointed guardian of George D. Winslow, by the Orphans' Court of Burlington county, in New Jersey, and having given bond for the performance of the duties of his said office, with Mrs. A. C. Winslow, as security in said

bond, and having received property of the said infant, to a large amount, to wit, to the value of one thousand dollars, did, in violation of his duty and trust as guardian aforesaid, misapply said property, by appropriating the same to his own use, without giving valid security for the same, thereby subjecting the said A. C. Winslow to liability to pay said money to his ward, and jeopardding his ward's property, which money said George Washington Doane has not repaid.

SPECIFICATION 13TH.

In this,

That George Washington Doane, Bishop as aforesaid, being, on or about the 5th day of June, 1850, in New Jersey, indebted to the Camden Bank, upon a certain promissory note for the sum of one hundred dollars, whereon Michael Hays was an indorser, when said note approached maturity, being unable to meet said liability, induced the Cashier of said Camden Bank not to protest said note so as to fix the indorser, by the false assurance and pretense, that he, the said George Washington Doane, would, soon after his return home, send to said Cashier, the money to pay said note, or a new note for the same, with the said Michael Hays as an indorser; and said Cashier, having confided in such promises, and neglected to protest said note, so that the said indorser was discharged, the said George Washington Doane did not send the money requisite to pay said note, to the Cashier, nor to the said Bank, nor did he deliver to said Cashier nor to said Bank, another note for the said debt, with the indorsement of said Michael Hays, or any other person, whereby said Camden Bank was defrauded out of the security of said Michael Hay's indorsement, and out of said debt.

SPECIFICATION 14TH.

In this,

That George Washington Doane, Bishop as aforesaid, repeatedly and at various times during the years 1847 and 1848 and 1849, drew a great number of checks and drafts or orders for divers large sums of money, on the Mechanics' Bank, of Burlington, and on the Bank of North America, in Philadelphia, on the Morris County Bank, in New Jersey, on the Bank of Princeton and on other Banks, and delivered the said checks, drafts or orders to divers persons to whom he was indebted, in payment of the moneys so owing by said George Washington Doane to them, the said George Washington Doane not having, at the time when said checks, drafts or orders were drawn, nor when they were respectively payable, funds to meet and satisfy them respectively, in the several Banks whereon said checks, drafts or orders were drawn, and said George Washington Doane, having at the time

of drawing said checks, drafts or orders, no right or authority to draw them on those Banks respectively, and having no reasonable expectation of having funds in said Banks, to meet said checks, drafts or orders, when presentable, which conduct was fraudulent and immoral.

That in the year 1848 or 1849, the said George Washington Doane drew a check on the Mechanics' Bank of Burlington, for the sum of two thousand two hundred dollars, and delivered the same to the Princeton Bank, in payment of a debt due by him to said Princeton Bank, when the said George Washington Doane had no money in the said Mechanics' Bank of Burlington, to meet said check when the same was payable, nor when the same was presented for payment.

That on or about the month of July, 1848, the said George Washington Doane borrowed of one William B. Price, the sum of two hundred and fifty dollars, and delivered to the said Price, a check on the Mechanics' Bank of Burlington, for the said money, payable in a week or thereabouts; but the said George Washington Doane did not provide funds in said Bank to meet said check, when the same was payable, and the same, when presented, was not in fact, paid.

That the said George Washington Doane drew and delivered to Joseph Deacon, the checks following, on the respective days whereon they bear date, on the Mechanics' Bank of Burlington, that is to say, a check dated 12th November, 1848, on the said Bank, payable to J. Deacon, or bearer, for fifty dollars; a check dated 17th November, 1848, on said Bank, payable to Joseph Deacon, or bearer, for fifty dollars; a check dated 25th November, 1848, on said Bank, payable to Joseph Deacon, or bearer, for fifty dollars; a check dated 15th January, 1849, on said Bank, payable to cash, or bearer, for twenty-five dollars; a check dated 20th January, 1849, on said Bank, payable to cash, or bearer, for twenty-five dollars; a check dated 20th February, 1849, on said Bank, payable to cash, or bearer, for eighteen dollars and seventy-five cents; and the said George Washington Doane also drew and delivered, or caused to be delivered to Gideon Humphreys, a check on the Mechanics' Bank at Burlington, payable to bearer, for the sum of one hundred and fourteen dollars, and dated on the 10th November, 1848; and said George Washington Doane had not, at the several times when said checks were respectively drawn, nor when the same were payable, any funds in the Mechanics' Bank of Burlington, to meet the same, and said checks were not in fact paid, when presented at said Bank, and are still unpaid.

All which conduct on the part of said George Washington Doane, was fraudulent and immoral, and scandalous in a Christian Bishop.

Specification 15th.

In this,

That George Washington Doane, Bishop as aforesaid, about the month of March, 1847, and when he was utterly insolvent, induced and prevailed on one Sarah C. Robardet, in Burlington, to loan him three thousand dollars, upon the false representation and assurance that he would give her a mortgage on certain property worth six thousand dollars, for the securing of the repayment of the money, and she, confiding in such representation, loaned the said three thousand dollars to the said George Washington Doane, who thereupon, on the 11th day of March, 1847, executed a mortgage on a certain parcel of land, to said Sarah C. Robardet, which was not worth the sum of six thousand dollars, but on the contrary, said land being scarcely worth six thousand dollars in fee free from incumbrances, was already subject to a prior lien or mortgage for twenty-five hundred dollars, of which the said George Washington Doane was well informed when he solicited and obtained said loan, but which he did not disclose to said Sarah C. Robardet, and by such concealment he obtained said loan, which could not have been obtained but for such concealment; and the said land, subject to such prior lien, was not an adequate security for the three thousand dollars advanced thereon, to said George Washington Doane, according to the usages of business men; in all which the said George Washington Doane imposed on and deceived the said Sarah C. Robardet, by inducing her to believe she would have a security to the extent of six thousand dollars, for the three thousand loaned as aforesaid, and said George Washington Doane, in order to procure said loan, used undue importunity and solicitation, to which his character as Bishop gave preponderating weight.

Specification 16th.

In this,

That George Washington Doane, Bishop as aforesaid, in the year 1848, upon the representation to one Herman Hooker, in Philadelphia, a bookseller, that the said George Washington Doane had raised money by a collection, for the purchase of a parish library, or other similar object, obtained from said Herman Hooker, on the faith of such collection, books to the value of about seventy dollars, and having obtained said books, failed or refused to pay for them, and they were not paid for, at the date of his insolvent assignment; all which conduct was immoral and dishonest, since said George Washington Doane either falsely represented that he had collected the money for such purpose, or having collected it, he misapplied it to other purposes, in violation of the trust confided to him.

SPECIFICATION 17TH.

In this,

That George Washington Doane, Bishop as aforesaid, did after he had become, and while he continued utterly insolvent and unable to pay the debts already owing by him, to wit, during the years 1847, 1848 and 1849, borrow large sums of money and contract heavy and numerous additional debts to divers persons, amounting in the aggregate to a sum exceeding seventy-nine thousand dollars: that is to say, the said George Washington Doane, in the month of March, 1847, borrowed of Sarah C. Robardet, the sum of three thousand dollars.

The said George Washington Doane incurred a debt of about two thousand dollars to one Thomas Dutton, for groceries and other goods, wares and merchandise, during the years 1847, 1848 and 1849.

The said George Washington Doane, in or about the month of June, 1848, borrowed from the following persons the several sums respectively following their names: from Lawson Carter, the sum of five thousand dollars; from Joseph Deacon, the sum of three thousand dollars; from Michael Hays, the sum of three thousand dollars; from Isaac B. Parker, the sum of two thousand dollars; from Thomas B. Woolman, the sum of two thousand dollars; from William Wright, the sum of two thousand dollars; from Nathan Thorp, the sum of one thousand and five hundred dollars; from Thomas Dugdale, the sum of one thousand dollars; from Franklin Woolman, the sum of one thousand dollars; from Taylor & Dugdale, one thousand dollars; from Thomas Dutton, one thousand dollars; from Sarah C. Robardet, one thousand dollars; from William H. Carse, one thousand dollars; from Abraham Brown, one thousand dollars; from Charles Bispham, one thousand dollars; from Elias D. B. Ogden, one thousand dollars; from John J. Chetwood, one thousand dollars; from Joel W. Condit, one thousand dollars; from Jeremiah C. Garthwaite, one thousand dollars; from Samuel Meeker, one thousand dollars; from Christiana Lippincott, one thousand dollars; from George P. McCulloch, three hundred and fifty dollars; from Edmund Morris, five hundred dollars; from Thomas Milnor, five hundred dollars; from George Gaskill, five hundred dollars; from Edward B. Grubb, one thousand dollars; from Samuel Rodgers, five hundred dollars; from William A. Rodgers, five hundred dollars; from W. J. Hall, five hundred dollars; from Isaac Alfred Shreve, five hundred dollars; from David Harmer, five hundred dollars; from William McIlvaine, five hundred dollars; from Albert Havens, five hundred dollars; from Edward Harris, five hundred dollars: from John Dobbins, five hundred dollars; from John Black, five hundred dollars; from John Irick, five hundred dollars; from Hi-

ram Hutchinson, five hundred dollars; from Ralph Marsh, five hundred dollars; from James M. Quimby, five hundred dollars; from William J. Watson, five hundred dollars; from David Babbitt, one thousand dollars; from James A. Williams, one thousand dollars; from Alfred A. Sloan, three hundred dollars; from John G. Clark, three hundred dollars; from Henry A. Ford, three hundred dollars; from George P. Mitchell, three hundred dollars; from Thomas Hopkins & Son, three hundred dollars; from William C. Myers, three hundred dollars; from Jonathan J. Spencer, two hundred and fifty dollars; from Frederick L. Churchard, two hundred and fifty dollars; from Jacob Mitchell, two hundred dollars; from Daniel Bennett, two hundred dollars; from Barak T. Nichols, two hundred and fifty dollars; from William S. Faitoute, two hundred and fifty dollars; from Charles H. Fenimore, three hundred and fifty dollars; from William Stone, three hundred dollars; from Francis Roth, three hundred dollars, included in the mortgage executed on the 10th day of June, 1848, between George Washington Doane and Eliza G. his wife, and Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite and Nathan Thorp, but which mortgage was grossly insufficient as security for the same.

That the said George Washington Doane, in July, 1848, borrowed the sum of two hundred and fifty dollars from William B. Price.

That said George Washington Doane, in the month of October, 1848, borrowed from Alfred Stubbs the sum of one thousand dollars.

That said George Washington Doane, borrowed in or about November, 1848, from William E. Page, the sum of five hundred dollars.

That the said George Washington Doane, in the years 1848 and 1849, incurred a debt to Michael Hays, of ten thousand dollars, by the use of notes indorsed for the accommodation of said George Washington Doane by said Michael Hays within that period, beside the three thousand dollars specified in the mortgage.

That said George Washington Doane, in the years 1848 and 1849, incurred a debt to Joseph Deacon, of eleven thousand and five hundred dollars and upwards, by the using of notes indorsed by said Joseph Deacon for the accommodation of said George Washington Doane, and by him discounted or transferred to third parties during that period, in addition to the three thousand dollars in said mortgage mentioned.

That said George Washington Doane, in 1848 and 1849, and prior to March 26, of the latter year, borrowed of William H. Carse, five hundred and fifty dollars $\frac{1}{1}\frac{3}{0}\frac{}{0}$, and by his aid, from another person, the sum of five hundred and ninety dollars.

That in the years 1847, 1848 and 1849, the said George Washington Doane incurred a debt to George Zantzinger, in Philadelphia, of twelve hundred dollars, for wines and spirituous liquors.

And at the time of the contracting of said several debts, said George Washington Doane, well knowing his insolvent condition, did not disclose his insolvent condition to the said several persons to whom he incurred the said several responsibilities.

Nor did he disclose to them or any of them the amount of his debts and liabilities, nor the entire insufficiency of his means to meet the same; but on the contrary he dealt with said several persons as if able to meet the engagements and perform the obligations he was contracting with them. And to several of them, to wit, to the said William H. Carse, William E. Page, William B. Price and Thomas Dutton, he gave assurances of his ability to repay them. And when obtaining the indorsements aforesaid of said Michael Hays and Joseph Deacon, he left them under the impression that his affairs were prosperous, and at various times quieted their apprehensions by assurances that they respectively should lose nothing by such indorsements.

The incurring of which liabilities while insolvent, was dishonest and unjust, as well to the former creditors of said George Washington Doane, as to those with whom such new liabilities were contracted; and the immorality thereof was greatly aggravated by his failure to disclose his insolvent condition to them, and by the positive deception practised by his false promises and representations aforesaid.

All which is unjust, immoral, and unbecoming a Christian Bishop, and tending to bring into contempt the solemn office of Bishop.

SPECIFICATION 18TH.

In this,

That George Washington Doane, Bishop as aforesaid, having on the 20th day of August, 1849, negotiated an agreement between Eliza G. Doane his wife, and Michael Hays, sanctioned by the consent in writing of the said George Washington Doane, whereby it was stipulated that the said Eliza G. Doane should transfer to said Michael Hays all her right, title and interest in one thousand dollars, with certain interest in said agreement mentioned, the same being part of the income to which she was entitled under the will of her former husband, James Perkins, on the 10th day of January, 1850, and on every succeeding 10th day of January, till half of the sum should have been repaid said Michael Hays, which he should be required to pay under the terms of an arrangement indicated in that agreement for procuring the discontinuance of certain suits then pending against said Hays on notes indorsed by him for the accommodation of the said

George Washington Doane, without a contestation of said suits together with interest on the sum so to be paid, and the costs incident to procuring such discontinuances; and immediately on the effecting of such settlement, that said Eliza G. Doane should give Michael Hays a power of attorney to receive the sum of one thousand dollars from the executors of James Perkins at the times above specified—to which agreement, signed by said Eliza G. Doane, was appended the written assent of said George Washington Doane; and said Michael Hays having effected the settlement contemplated in that agreement, and having abandoned all defense of the suits on said indorsements against him, the said Eliza G. Doane executed a power of attorney to said Michael Hays on the 30th day of October, 1849, reciting the agreement, and authorizing him to receive from the executors of said James Perkins, her late husband, the sum of one thousand dollars, part of her yearly income, on the 10th day of January, 1851, and every succeeding 10th day of January, till said Michael Hays shall have received the sum of ten thousand four hundred and nine dollars, with interest at six per cent. on the balances remaining after every payment of one thousand dollars; which power of attorney said George Washington Doane having caused to be delivered to said Michael Hays, in performance of the agreement aforesaid, he the said George Washington Doane persuaded and induced said Michael Hays not to present said power of attorney to the executors, and not to demand the money thereby ordered to be paid on the 10th day of January, under the pretense and assurance that the said George Washington Doane would pay to said Michael Hays the said instalment; but though said Michael Hays did not demand said money from the executors, yet when in January, 1851, after the day of payment, he called on said George Washington Doane for the same, he asked further indulgence till May, 1851, when he promised to pay the same; and said Michael Hays having waited till said month of May, then called on said George Washington Doane, who again failed and refused to pay the said money; and upon said Michael Hays threatening to apply to the church or to the law for redress, said George Washington Doane threatened that he would put himself on his defense, in which event the said Michael Hays would get nothing.

And said Michael Hays thereupon afterwards, to wit, on or about the 1st day of October, 1851, caused the said power of attorney to be presented to the executors aforesaid, and the money thereon demanded; but the executors refused to pay the same or any part thereof, the said fund whereon the said power of attorney was drawn, being an annuity of six thousand dollars given by the will of said James Perkins to his widow, said Eliza G., payable quarterly, which fell on the months of January, April,

July and October in each year; all which instalments had been drawn at the time of the presentation of said order or power of attorney, to 1st October, 1851; and no provision having been made either by said George Washington Doane, or Eliza G., his wife, to meet said payment; but on the contrary, the said George Washington Doane had procured from said Eliza G., an order dated 1st October, 1851, on said executors, for fifteen hundred dollars, the annuity due on that day, and had transferred said order to one E. N. Perkins, by whom it was claimed in opposition to said Michael Hays; and the said executors have refused and declined to pay said instalment to said Michael Hays, because the agreement is invalid and the consideration usurious. By all which proceedings the said George Washington Doane, having induced said Michael Hays to abandon the defense of said suits on said indorsements, and so deprived him of the chance of defeating the laws on the ground of usury or fraud, has now defrauded said Hays out of said instalment for January, 1851, in said power of attorney mentioned.

SPECIFICATION 19TH.

In this,

That George Washington Doane, Bishop as aforesaid, having on or about the 30th day of April, in the year 1845, presented to and laid before Horace Binney a certain subscription paper, for the building of a Church at Burlington, New Jersey, for the purpose of procuring the subscription of the name of said Horace Binney thereto, for the payment of money towards that object, and said Horace Binney having then and there refused to subscribe his name thereto, the said George Washington Doane did, out of the presence of said Horace Binney, and without the authority and against the consent of said Horace Binney, sign the name of said Horace Binney to the said paper as a subscriber of one thousand dollars to the building of said church—which act was immoral and criminal, and a fraud on said Horace Binney.

SPECIFICATION 20TH.

In this.

That George Washington Doane, Bishop as aforesaid, having procured and induced sundry persons who held certificates of stock in St. Mary's Hall, to sign their names to the subscription paper for the building of a Church in Burlington in New Jersey in the said 19th specification mentioned, as subscribers of sums of money equal to the stock held by them respectively in St. Mary's Hall, upon the condition and assurance that said certificates should be received as cash by him from them, and that said George Washington Doane would himself pay the amounts so

subscribed by them, and having in this mode and on those terms procured the names of Mrs. Garret D. Wall and Mrs. Susan V. Bradford, and William McIlvaine and others to the said subscription paper for the sum of six thousand dollars, the said George Washington Doane afterwards presented said paper with those said names procured under the condition and circumstances aforesaid thereupon, as promising to pay money to the said amount, and also with the name of Horace Binney thereon, as a subscriber of one thousand dollars placed there in the manner mentioned in said foregoing specification to divers other persons, for the purpose of obtaining the names of such other persons as subscribers of money on said paper toward building said Church, and did so procure additional subscriptions to the amount of at least six thousand dollars additional.

And in presenting said paper for said last mentioned subscriptions, said George Washington Doane did fraudulently not disclose the circumstances under which the name of said Horace Binney was placed on said paper, nor that the said Mrs. Garret D. Wall, and Mrs. Susan V. Bradford, and William McIlvaine, and others who had subscribed their stock in St. Mary's Hall, were not in truth subscribers of the money which the paper represented them as subscribing; and the obtaining of signatures to said paper without such disclosures, was obtaining money under false representations, and a fraud on such subsequent subscribers—said certificates of stock in St. Mary's Hall, being then of much less value than the sums of money they professed to represent.

And said George Washington Doane having procured the names of said owners of certificates of stock in St. Mary's Hall to said subscription paper, as contributors of so much money upon the condition and assurance that said certificates should be received as cash from them, and that he would pay the money subscribed, yet did, on the 28th day of May, 1847, in New Jersey, in a letter to Thomas Milnor, write to the effect following, "Let me here say, that in procuring a subscription of more than $13,000, no man or woman put in a single word of condition, or the slightest claim for equivalent, unless Mr. Binney so makes out his case"—which statement was false as to those persons who subscribed on condition of paying in certificates of stock in St. Mary's Hall.

Specification 21st.

In this,

That George Washington Doane, Bishop as aforesaid, having engaged Munsig & Bowman through William Munsig, a partner of that firm, on or about the 1st day of May, 1847, to furnish

work, labor and materials for the introduction and establishment of Gas fixtures at Burlington College, and at St. Mary's Hall, and at the residence of said George Washington Doane, at Riverside, at Burlington, New Jersey, upon the promise to pay them one thousand dollars in November, 1847, and for the materials and labor employed in performing said work, at rates stipulated in said contract; and for the balance due at the completion of said work, to give them approved paper for such balance, payable at one year with interest; and the said Munsig & Bowman having on or about the 23d day of May, 1847, completed said work at an expense of upwards of four thousand dollars, whereof two thousand one hundred and sixty-two dollars and thirteen cents remained unpaid, applied to said George Washington Doane to give them the approved paper, or notes at one year with interest stipulated for and promised by him to them as aforesaid; but said George Washington Doane refused to comply with said promise, and compelled said Munsig & Bowman to take the six promissory notes of the said George Washington Doane, for the sums and times following, without interest, viz., a note for three hundred and sixty-five dollars, payable to William Munsig at five months, and dated 8th December, 1848; and a note dated 22d February, 1848, payable to Munsig & Bowman, at nine months, for three hundred and forty-seven dollars and thirteen cents; and a note dated 24th February, 1848, at nine months, for two hundred dollars; and a note dated 25th of February, 1848, at nine months, for four hundred dollars; and two notes dated 22d February, 1848, at twelve months, one for four hundred dollars, and the other for four hundred and fifty dollars—neither of said notes having any indorser or other security, and none of them bearing interest: and none of said notes were paid when they respectively fell due, and all are still unpaid: by which false promises, said Munsig & Bowman were defrauded of the security due them as under said contract, and of the money which ought to have been secured thereby.

All which conduct of said George Washington Doane was dishonest and unbecoming a Christian Bishop.

SPECIFICATION 22D.

In this,

That George Washington Doane, Bishop as aforesaid, having given security to Mrs. C. Lippincott, for a large sum of money, loaned by her to him, did, in the year 1847, in New Jersey, procure from her, and induce her to deliver to him, the said security, upon his promise to return the same to her; and she, confiding in such promise, and in his character as a Christian Bishop, having so delivered such security, he wholly neglected to restore the

same, or any substitute equivalent thereto, but used the property covered by said security to secure some other creditor or creditors.

Specification 23d.

In this,

That the said George Washington Doane, Bishop as aforesaid, did, at the Convention of the Diocese of New Jersey, in May, 1849, endeavor to intimidate the Rev. Henry B. Sherman, a Presbyter of the Convention, and deter him from causing an inquiry to be made by the said Convention, as to the condition and investment of the Episcopal fund belonging to the Convention, and then held by said George Washington Doane, on the sole security of his own notes, without the knowledge of the Convention. All which was in violation of the duty of the said George Washington Doane, to preside impartially over said Convention, was an attempt to conceal his own indebtedness from the Convention, and was immoral and unworthy of a Christian Bishop.

Specification 24th.

In this,

That George Washington Doane, Bishop as aforesaid, during the years 1847, 1848 and 1849, in New Jersey, for the purpose of preserving an apparent but fictitious credit, while transacting business vastly beyond his real means and pecuniary ability safely to conduct, did repeatedly and at various times, draw checks and drafts on various Banks, to wit, on the Bank of Princeton, the Morris County Bank, the People's Bank of Paterson, and the Mechanics' Bank of Burlington, when he had no funds in said Banks respectively, whereon to draw, payable to various persons or corporations, and afterwards and before the maturity of said checks, did draw other checks or drafts on other of said Banks, when he had no funds, in favor of the Banks whereon the first checks or drafts had been drawn, or to officers thereof, and transmit such checks and drafts to the Banks, or to the officers of said Banks in whose favor they were payable, for the purpose of meeting and taking up the checks and drafts drawn on said Banks without funds; and did repeat the said process of drawing checks to meet previous checks, without funds to meet them, from Bank to Bank, in a manner deemed disreputable among business men and merchants; said system of checks and counter-checks being continued from Bank to Bank, till said George Washington Doane might be able to meet them, either from his own, or by borrowed money, or they were refused payment and protested, to such an extent that his transactions of this character at the Bank of Princeton, between January, 1847, and 14 October, 1848, amounted to the sum of one hundred and thirty-eight thousand dollars.

All which was immoral and unbecoming in a Christian Bishop.

SPECIFICATION 25TH.

In this,

That George Washington Doane, Bishop as aforesaid, did, during the years 1847, 1848 and 1849, procure Michael Hays to indorse notes to the amount of more than ten thousand dollars, for the accommodation of said George Washington Doane, in order that said notes might be discounted, for which indorsements he paid or engaged to pay said Michael Hays, at an exorbitant rate, to wit, often at twenty per centum per annum, on the several sums for which said notes were drawn, thereby violating the laws of New Jersey, when said indorsements were made, becoming guilty of usury himself, and inducing said Hays to incur equal guilt, all which was immoral and unbecoming a Bishop.

SPECIFICATION 26TH.

In this,

That George Washington Doane, Bishop as aforesaid, in the month of May, 1849, in Burlington county, New Jersey, when Joseph Deacon was about to prefer before the Grand Jury for that county, at the May term of the Court for that county, a charge against said George Washington Doane, for obtaining from said Joseph Deacon his indorsements on certain promissory notes, under false pretences, as specified in the fourth Specification above, did, for the purpose of inducing said Joseph Deacon to refrain from preferring such complaint, promise to give said Joseph Deacon, if he would not go before the said Grand Jury for that purpose, a judgment bond for the amount of money, or some part thereof, for which said Joseph Deacon had become liable, by reason of the fraudulent use of said indorsed notes, and afterwards, in the same month and year, said George Washington Doane, having been informed that said Joseph Deacon still intended to prefer his said complaint, upon said Joseph Deacon requesting the execution of said judgment bond, did, while alone with said Joseph Deacon, who was a very aged man, endeavor to intimidate him, by doubling his fist and stretching it out in a menacing manner towards said Joseph Deacon, uttering the words,—"I'll kill you—I'll kill you,"—and appearing to be excited with extreme passion.

Which conduct of said George Washington Doane, was an illegal attempt to impede and obstruct the course of Justice, immoral and unworthy of a Christian Bishop.

SPECIFICATION 27TH.

In this,

That George Washington Doane, Bishop as aforesaid, having, on the 26 day of March, 1849, executed an assignment of his property, real and personal, to Garret S. Cannon and Robert B.

Aertsen, in trust, to sell, collect and dispose of the same, and distribute the proceeds to the creditors of said George Washington Doane, according to the law to secure creditors an equal and just division of the estates of debtors, conveying to assignees for the benefit of creditors; and an inventory having been made out, purporting to be and entitled "An Inventory of the estate, real and personal, of George W. Doane, of the city and county of Burlington, assigned to Garret S. Cannon and Robert B. Aertsen, for the benefit of his creditors, together with a list of his creditors, and the amount of their respective claims," and in which inventory the values of the various articles of property, real and personal, purported to be stated and set forth, the said George Washington Doane did, on the 29th day of March, 1849, in the State of New Jersey, before John Rodgers, a Master in Chancery, and a person authorized to administer the oath hereinafter mentioned, make oath, "being duly sworn on the Holy Evangelists of Almighty God, that the said inventory is a true and perfect inventory of all his real and personal property, together with the value thereof, as near as he can ascertain, and further saith not;" but in truth and fact, the said inventory did not set forth the true value of the property therein enumerated, as near as the said George Washington Doane could ascertain; but on the contrary, many pieces of said property were in said inventory set down at values well known by said George Washington Doane, to be grossly less than the real values thereof; and in particular, of the furniture in St. Mary's Hall, the said inventory valued twenty-one piano fortes at six hundred and fifty dollars, and one hundred and seventy-five bedsteads, at eighty-seven dollars, and the carpeting and oil cloth, at thirty-five dollars, and the looking-glasses, chairs, tables and settees, at seventy-five dollars, the kitchen furniture, and bath room furniture, at fifty dollars, all which articles the said George Washington Doane, well knew, or could have ascertained, were worth greatly more than the values aforesaid in the inventory mentioned; and of the furniture, household goods, &c. at Riverside, the said inventory valued the desks, chairs, engravings, stands, &c. of the library, at seventy dollars, and the carpet, rugs, oil cloth and blinds of the library at eighteen dollars, and the library, consisting of about 6,500 volumes of books and pamphlets, at seven thousand dollars, each of which articles, said George Washington Doane well knew, or could have ascertained, were worth greatly more than the several values aforesaid assigned to them in said inventory. And the furniture in the drawing room, at Riverside, the said inventory valued as follows, to wit, "pictures, sofa, ottomans, chairs, tables, center table and cover, work stand, figure and pedestal, clock and mantle ornaments, carpet and rug, and vases, at $173. And the furniture in the dining room, at Riverside, consisting of the following arti-

cles, viz. sideboard, clock and mantle ornaments, case of drawers, looking glass, dining table, side table, chairs, shovel and tongs, screen, &c. carpet and rug, pictures and dumb waiter, at $127, which said articles of furniture in said drawing room, and in said dining room, at Riverside, the said George Washington Doane well knew were worth greatly more than the several values aforesaid assigned to them in said inventory.

SPECIFICATION 28TH.

In this,

That George Washington Doane, Bishop as aforesaid, having made the assignment in the foregoing Specification mentioned, did, on the 29th of March, 1849, before John Rodgers, Master in Chancery, being authorized to administer the following oath, make oath to a certain affidavit written at the foot of that part of the inventory in the foregoing specification mentioned, entitled "List of Creditors," and purporting to contain a list of the creditors of said George Washington Doane, and the amount of their respective claims, which affidavit is in the following words, or to the following effect, to wit, "State of New Jersey, Burlington county; George W. Doane, being duly sworn according to law, upon his oath doth depose and say, that the above is a true, full and perfect list of his creditors, with the amounts severally due to them, as far as he hath been able to ascertain, according to the best of his knowledge, and further saith not."

Whereas, in truth and in fact, the said inventory above said affidavit, and therein referred to, did not contain a true, full and perfect list of the creditors of said George Washington Doane, with the amounts severally due on them, as far as he had been able to ascertain them, according to the best of his knowledge; but on the contrary, said inventory and list of debts omitted the Treasurer of the Convention of the Diocese of New Jersey, and also the name of the Convention of the Diocese of New Jersey, to whom the said George Washington Doane well knew he was indebted in the sum of seven thousand dollars at least.

It did not contain the name of the People's Bank at Paterson to whom he owed two hundred and fifty dollars.

It omitted the name of the Trenton Banking Company to which he owed eight hundred dollars or thereabouts.

It did not set forth the name of the Princeton Bank to which he was indebted one thousand and seventy-seven dollars.

It did not set forth the name of the Buck's County Bank to which he was indebted one thousand dollars or thereabouts.

It did not set forth the name of the Morris County Bank to which he owed six hundred and fifty dollars or thereabouts.

It did not set forth the names of the Camden Bank nor of the Medford Bank to each of which he was largely indebted.

It did not set forth the name of H. R. Cleveland to whom he was indebted fifteen thousand dollars as he well knew.

It did not set forth the name of William Chester to whom he owed eight hundred dollars as he well knew.

It did not set forth the name of Sarah C. Robardet to whom he well knew he owed three thousand dollars.

It did not set forth the name of William E. Page to whom he owed five hundred dollars as he well knew.

It did not set forth the name of Herman Hooker to whom he owed seventy dollars.

It did not set forth the names of the several persons who had advanced money to said George Washington Doane, on account of said fifty thousand dollar loan, to whom he was indebted in the several sums set forth in the Specification above, as he well knew.

It did not set forth the name of Dennis McEvoy to whom he owed two hundred dollars or thereabouts.

It did not state the existence of divers checks drawn on the Mechanics' Bank of Burlington, unpaid and outstanding, in the hands of divers persons unknown.

It set forth Michael Hays as a creditor to the amount of seventeen thousand five hundred dollars, when said Michael Hays was a creditor of said George Washington Doane to the amount of about thirty thousand dollars.

It set forth Joseph Deacon as a creditor for twenty-three thousand four hundred dollars, when said Joseph Deacon was a creditor of said George Washington Doane to the amount of thirty thousand dollars or thereabouts.

It set forth Reuben J. Germain as a creditor to the amount of one thousand dollars, when said Reuben J. Germain was a creditor of said George Washington Doane for five thousand three hundred and twenty-two dollars and upwards, not of the moneys of the Convention of New Jersey.

All which particulars said George Washington Doane at the time of such oath, either knew or was able to have ascertained with ordinary care and attention: and the swearing falsely to the said affidavit in the particulars aforesaid, he knowing that he had the means of ascertaining the particulars aforesaid, was a sinful disregard of the solemnity of an oath, and involved the guilt, either of deliberately swearing to what he knew to be untrue, or of rashly, hastily and unadvisedly swearing to what he did not know to be true.

All which was immoral and scandalous in a Christian Bishop.

Specification 29th.

In this,

That George Washington Doane, Bishop as aforesaid, in the

year 1849, in New Jersey, after he had made the assignment in trust for the benefit of his creditors in the 27th Specification mentioned, and with full knowledge of the amount of money for which the personal property included in said deed had been sold by the trustees in said deed, and that such amount was greatly and manifestly below the value of said property, and that the greater part of the said articles had been bought in at inadequate prices by the Trustees of Burlington College, or by members of his family, or his particular friends, did not only acquiesce in such sale, and fail to object to the same or to insist on a fair re-sale of said property, but accepted and received a portion of the goods so purchased, at grossly inadequate prices, to wit, his valuable library and plate and wines and contents of his cellar, whereby he countenanced the said sale, and failed to set an example of honesty and self-denial, and on the contrary, cast suspicion and discredit on his holy office and diminished the respect therefor.

And that said sale of goods and chattels so assigned, was made at prices grossly inadequate, is more fully apparent from the following specifications of the values of sundry of the articles and the prices for which they were sold by said Trustees:

That is to say,

1. The whole of said goods and chattels valued in the inventory at thirteen thousand seven hundred and fifty-two dollars, were sold for the sum of eleven thousand two hundred ninety-three dollars and ninety-six cents.

2. The silver plate valued in the inventory at three hundred dollars and worth about fifteen hundred, was sold for seventy-nine dollars to Edward N. Perkins, the son of Eliza G. Doane, wife of the said Bishop.

3. The library, consisting of six thousand five hundred volumes of books and pamphlets, and valued in the inventory at seven thousand dollars, was sold for three thousand dollars to Caroline Watson.

4. The conservatory and green house valued at one hundred and fifty dollars was sold to Edward N. Perkins the son, or to Sarah P. Cleaveland, the daughter of Mrs. Eliza G. Doane, for twenty dollars.

5. Contents of cellar, valued at one hundred and fifty dollars, were sold to Edward N. Perkins for two dollars.

6. Three barrels of wine in bottles, of the value of about two hundred and fifty dollars, for twenty-six dollars, to Edward N. Perkins.

7. Two casks and contents of wine, of the value of about fifty dollars, for seven dollars, to Edward N. Perkins.

SPECIFICATION 30TH.

In this,

That George Washington Doane, Bishop as aforesaid, in the year 1852, in New Jersey, did, with intent to conceal or excuse the crimes and immoralities in the foregoing specifications, or in some of them, laid to his charge, publish a certain pamphlet known as "Bishop Doane's Protest, Appeal and Reply," which said pamphlet is more minutely described in the second specification above, in which said pamphlet the said George Washington Doane did publish among other things, the following false allegations and statements, knowing them to be false. That is to say,—

At the last paragraph of that part of said pamphlet known as the "Appeal," said George Washington Doane did "declare, as under the immediate eye of God, to his Right Reverend Brethren, his entire and perfect integrity and innocence, as to all and singular, the charges made against him," whereas, in truth and in fact, he was not so innocent, but on the contrary, was guilty in the particulars above specified. The said George Washington Doane, in that part of said pamphlet known as the Reply, says, "the undersigned (meaning himself) never represented himself to Michael Hays as solvent and able to pay his debts," when in truth and fact, he had so represented himself repeatedly, to said Michael Hays.

The said George Washington Doane states in said Reply, that "The Treasurer" (meaning the said Reuben J. Germain, Treasurer of the Convention of the Diocese of New Jersey,) "lent him his uninvested funds" (meaning seven thousand dollars of the money of the Convention,) "temporarily, on his notes," and he further states that "it (meaning the funds so loaned to him on his notes,) has been perfectly secured," when in truth and fact, there was no stipulation nor understanding that said loan should be temporary; nor had the same been perfectly secured at the date of said publication, either to said R. J. Germain, or to said Convention.

The said George Washington Doane states in said Reply, that "There were several Banks in New Jersey, at which special friends of the undersigned" (meaning himself) "and of his work, were influential, in many cases as Presidents and Cashiers, on which he was permitted to draw short drafts, from time to time, to be discounted and placed to his credit," and that "He drew no other checks, but in connection with his discounts, on any Bank, but that in Burlington, in which he kept his account;" when in fact and truth, he was not authorized or permitted by any one having right to allow the same, to draw short drafts, in the manner stated in said pamphlet; and he did draw checks on said Banks, which he had not been permitted or authorized to draw.

The said George Washington Doane stated in said Reply, that "the only ground of this false allegation" (meaning the allegation of "drawing checks on the Burlington Bank, when he had no money in said Bank, and after he had been told by an officer of said Bank, that he must not draw checks on said Bank, when he had no money there,") "is the habit of the undersigned" (meaning said George Washington Doane) "to make good his account every day at 3 o'clock. Checks which came in, in the early part of the day, would often be unprovided for at that time. Provision was made to meet them daily, until the sickness occurred;" when in truth and fact, said George Washington Doane drew many checks on said Bank prior to said sickness, and after said sickness, for which provision was not made by 3 o'clock, nor at any other period of the day, when they were payable.

The said George Washington Doane states in said Reply, that "the undersigned" (meaning himself) "denies entirely the pretence charged above" (meaning the charge that "he obtained the indorsements of Michael Hays under pretence that they were to renew notes previously indorsed by said Michael Hays, and after obtaining such notes for such avowed objects, appropriating them to other purposes, to an amount much larger than he would have been willing to indorse for said George Washington Doane") whereas the said pretence charged was true, and the denial thereof by said George Washington Doane, in said Reply, was false.

The said George Washington Doane, in said Reply, did state that the said denial above quoted, was applicable to the charge of obtaining the indorsements of Joseph Deacon, under the same pretence, charged above as to Michael Hays' indorsements; which denial of said George Washington Doane, was in like manner false.

The said George Washington Doane, in said Reply, states that "the undersigned" (meaning himself) "when on the visitation of a portion of his Diocese, had been the bearer of a letter from the former Treasurer of the Society for the Promotion of Christian Knowledge and Piety, to the Rev. Mr. Stubbs, then newly appointed to that office. As afterwards appeared, it contained bank notes for one thousand dollars, being so much of the funds of the Society. In the course of his visit, Mr. Stubbs said to him, that he had that money; that he did not know what was best to do with it; that if it would be of any use to the undersigned, in carrying on his institutions, he had rather it were in his hands than any where else; that he only wanted customary security. The undersigned hesitated, but received it."

When in truth and fact, said George Washington Doane was not the bearer of said money to said Stubbs, as above stated, and said Stubbs did not say "he only wanted customary security,"

but loaned the money on condition that said George Washington Doane would give him "*proper security.*"

By all which false allegations, said George Washington Doane has added the guilt of falsehood, attested by very solemn asseveration, to the other immoralities laid above to his charge.

SPECIFICATION 31ST.

In this,

That George Washington Doane, Bishop as aforesaid, has during his Episcopate, and especially during the years, 1845, 1846, 1847, 1848, 1849, 1850, 1851, and 1852, been repeatedly guilty of using spiritous and intoxicating liquors to a degree and in a manner unbecoming in a Bishop.

That on or about the month of November, in the year 1851, the said George Washington Doane was intoxicated on board the steamboat Trenton, plying between Philadelphia and Burlington.

That at various times during the years 1846, 1847, 1848 and 1849, said George Washington Doane was in the habit, when on visits to the house of Joseph Deacon, for the purpose of obtaining indorsements or other assistance in his pecuniary transactions, of calling for Cider Brandy, or other intoxicating liquor, and drinking the same to a degree and in a manner unbecoming in a Bishop, and tending to lower the respect of the people for his said office.

That during the years aforesaid, said George Washington Doane was in the habit of providing and procuring for his use, larger quantities of wines and spiritous liquors in his house, than was fit and becoming in a Christian Bishop, especially in his condition of pecuniary embarrassment during those years.

Wherefore the undersigned, William Meade, D. D., Bishop of the Protestant Episcopal Church in the Diocese of Virginia, Charles Pettit McIlvaine, D. D., Bishop of the Protestant Episcopal Church in the Diocese of Ohio, and George Burgess, D. D., Bishop of the Protestant Episcopal Church in the Diocese of Maine, do say, that the said George Washington Doane, D. D., Bishop of the Protestant Episcopal Church in the Diocese of New Jersey, is guilty of crime and immorality, in the specifications above set forth; and therefore they pray that the Bishops of the Protestant Episcopal Church in the United States of America, be summoned to try the above named George Washington Doane, Bishop as aforesaid, on this Presentment, according to the canon in such cases made and provided.

WILLIAM MEADE, D. D.,
Bishop of the Protestant Episcopal Church in the Diocese of Virginia.

CHARLES PETTIT McILVAINE, D. D.,
Bishop of the Prot. Ep. Church in Ohio.

GEORGE BURGESS, D. D.,
Bishop of the Prot. Ep. Church in Maine.

February 25th,
Eighteen hundred and fifty-three.

C.

DEED OF ASSIGNMENT.

GEORGE W. DOANE,
to
GARRET S. CANNON *and et al.*

This Indenture, made the twenty-sixth day of March, in the year of our Lord one thousand eight hundred and forty-nine, between George W. Doane, of the city and county of Burlington and state of New Jersey, party of the first part, and Garret S. Cannon and Robert B. Aertsen, of the county and state aforesaid, party of the second part—Witnesseth, that the said George W. Doane, for the purpose of securing to his creditors an equal distribution of his estate, and for the consideration of one dollar to him in hand paid by the said Garret S. Cannon and Robert B. Aertsen, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed and assigned, and by these presents doth grant, bargain, sell, convey and assign unto the said Garret S. Cannon and Robert B. Aertsen, and to their heirs and assigns, and to the survivor of them, his heirs and assigns, all and singular the lands, tenements, hereditaments and real estate whereof the said George W. Doane is now seized or possessed, or in any way entitled to, wheresoever the same may be situate, together with the appurtenances, and also all and singular his goods and chattels, bonds, notes, books of account, contracts, rights and credits whatsoever and wheresoever; to have and to hold the same, and every part and parcel thereof unto the said Garret S. Cannon and Robert B. Aertsen their heirs and assigns as joint tenants, and to the survivor of them, his heirs and assigns for ever; in trust to sell, collect and dispose of the same and distribute the proceeds to the creditors of the said George W. Doane, in proportion to their several just demands, pursuant to the directions of the act of the legislature of the state of New Jersey, entitled an act to secure to creditors an equal and just division of the estates of debtors who convey to assignees for the benefit of

creditors, and in further trust to pay the surplus, if any there be after fully satisfying and paying the said creditors and all proper costs and charges, to the said George W. Doane. In witness whereof, the said George W. Doane hath hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of

Joel W. Condit,
Jno. J. Chetwood.

G. W. DOANE, [L. S.]

State of New Jersey, *ss.*

Be it remembered, that on the twenty-sixth day of March, in the year of our Lord one thousand eight hundred and forty-nine, before me, the subscriber, one of the Masters of the Court of Chancery of said state, personally appeared George W. Doane, who is, I am satisfied, the grantor named in the foregoing deed of assignment, and who, the contents of the same being by me first made known to him, acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein mentioned, all which is certified by me.

Jno. J. Chetwood, *Master in Chancery.*

An inventory of the estate, real and personal, of George W. Doane, of the city and county of Burlington, assigned to Garret S. Cannon and Robert B. Aertsen, for the benefit of his creditors, together with a list of his creditors and the amount of their respective claims.

Inventory of Estate.

Real Estate.

No. 1.—Dwelling house and buildings, with the premises, known as St. Mary's Hall, fronting on the Delaware river, and bounded on the east by Ellis street, on the south by Pearl street, and on the west by the homestead property of G. W. Doane, known as Riverside, subject to a mortgage for $7,000 to J. Deacon; also to another mortgage to J. Deacon for $8,000; also to a mortgage to J. B. Parker and others in trust for $10,800.
Valued at, $1.00

No. 2.—The homestead property, known as Riverside, fronting on the Delaware river, and bounded on

Amount carried over, $1.00

Amount brought forward,	$1.00
the east by St. Mary's Hall, on the south by Pearl street, and on the west by Reed street, subject to a mortgage to J. Deacon for $5,000; also a mortgage to H. R. Cleveland, in trust, for $15,000; also to a mortgage to L. Carter for $10,000, on which about $4,000 has been paid.	
Valued at,	1.00
No. 3.—A farm, containing twelve acres, more or less, lying between Burlington College property and the railroad, subject to a mortgage to Wm. Chester for $800; also to a mortgage to Sarah C. Robardet for $3,000.	
Valued at,	1.00
No. 4.—A piece of meadow and pasture ground, about six acres, near London Bridge Creek, in the township of Burlington, subject to a mortgage to —— Woolman for $300; and also to a mortgage to Mrs. Vandegrift for $113.	
Valued at,	1.00
On these four above described pieces of property there is a further mortgage of $30,000 to Isaac B. Parker and others, in trust.	
Nos. 5, 6 and 7—Are three lots of fifty feet each, on Pearl street, in the rear of Burlington College, and adjoining property of T. B. Woolman, subject to two small mortgages, together $230.	
Valued at,	670.00
FURNITURE, HOUSEHOLD GOODS, &c., IN BURLINGTON COLLEGE.	
In Parlor.	
Sofa, chairs, table, lamps, Bible, vases, stove, carpet,	825.00
Library.	
Desk, chairs, wash-stand, looking-glass,	10.00
Front Hall.	
Stove, oil cloth, rugs, stair carpet,	3.50
Dining Hall.	
Tables, stove, table cloths, cups and saucers, soup tureens, tumblers, bells, &c.,	40.00
Large and small knives and forks, dinner plates, and dinner ware generally, in its variety,	100.00
Amount carried over,	$1,652.50

Amount brought forward,	$1,652.50
Dormitorys.	
135 bedsteads, beds and mattrasses, comfortables, counterpanes, blankets, pillows, &c., sheets, pillow cases, napkins, towels, wash-stands, bowls, &c.,	600.00
Pails, looking-glasses, oil cloth, desks, glass lamps, wardrobes, &c., &c.,	25.00
Furniture in school room,	250.00
" Junior Hall,	240.00
" Infirmary,	13.00
" Teachers and recitation rooms,	22.00
" Kitchen,	30.00
" Basement rooms,	15.00
Two boats,	50.00
Furniture, Household Goods, in St. Mary's Hall.	
21 piano fortes,	650.00
175 bedsteads,	87.50
Beds and bedding, 175,	1,000.00
Wash-stands, bowls and pitchers,	90.00
Carpeting and oil cloth,	35.00
Looking-glasses, chairs and tables and settees,	75.00
Desks, apparatus, shelves, minerals, books,	150.00
Tables, plates, knives and forks, spoons, tea sets, tea and coffee pots, &c.,	300.00
Kitchen furniture, bath-room furniture,	50.00
Stoves and pipe, &c.,	75.00
Furniture, Household Goods, &c., at Riverside.	
Library.	
Desks, chairs, sofa, engravings, stands, &c.,	70.00
Carpet, rugs, oil cloth, blinds,	18.00
Library, consisting of about 6,500 volumes and pamphlets,	7,000.00
In Hall.	
Chairs, stoves, stools, hat stands, oil cloth, pictures, rugs,	30.00
Inner Hall.	
Ottamans, sofas, rugs, table, oil cloth,	50.00
Back Parlor.	
Cabinet, book shelf, sofa, mahogany chairs, table and cover, carpet and rug, work stand, pictures, looking-	
Amount carried over,	$12,578.00

Amount brought forward,	$12,578.00
glass, mantle and table ornaments, window curtains, stands, &c.,	146.50
Drawing Room.	
Pictures, sofa, ottamans, chairs, tables, centre table and cover, work stand, figure and pedestal, clock and mantle ornaments, carpet and rug, vases,	173.00
Dining Room.	
Sideboard, clock and mantle ornaments, case of drawers, looking-glass, dining table, side table, chairs, shovel and tongs, screen, &c., carpet and rug, pictures, dumb waiter,	127.00
Entry and Stairs.	
Stair carpeting and oil cloth, blind,	45.00
Oil cloth and carpeting, in entries, on second floor,	20.00
River Chamber.	
Bedstead and bedding, sofa, arm chair, windsor chairs, window cortains, bureau, chest of drawers, wash stand and furniture, stool, table and cover, carpet, mantle ornaments, pictures, and-irons, &c.,	95.00
Garden Chamber.	
Bedstead and bedding, wash stand and furniture, bureau and glass, chairs, carpet, table and stool, and-irons, &c., prints, window curtains,	52.50
Jerusalem Chamber.	
Bedstead and bedding, bureau and glass, wash stands and furniture, wardrobe, carpet, chairs, stand, prints,	49.00
First Floor Chamber.	
Bedstead and bedding, looking-glass, bureaus, steps, tables, chairs, carpet, wardrobes, curtains, and-irons, &c., wash stand, &c.,	195.00
Third Floor Chamber.	
Stair carpet, bedsteads and bedding, carpet, wardrobes, blinds, pictures,	61.00
Furniture in servants' chamber,	25.00
do. do. do.	15.00
Basement Room.	
Book case, bureau, table, wash stands, &c., chairs, carpet, stove,	30.00
Aamount carried over,	$13,612.00

Amount brought forward,		$13,612.00
Nursery.		
Bedstead and bedding, carpet, wash stand, &c., bureaus, chairs,		24.00
China $115, household linen $60,		175.00
Plate $300, contents of cellar $150,		450.00
Kitchen furniture,		30.00
Conservatory and green house,		150.00
Farming Stock, &c.		
Eleven cows, thirty pigs, two carts, one wagon, three ploughs, cultivator, harrow, five horses, two carriages, garden tools, boiler,		760.00
Wash house utensils,		25.00
Two protested notes, due by William Foster, for $260, considered of no value.		
My claim upon the trustees of Burlington College for taxes, insurance and interest paid,		1,500.00
(Exclusive of any claim I may have for buildings and permanent improvements on the property of the College.)		
Due from Pupils in St. Mary's Hall.		
From Miss Jane Henry,	$135.00	
" " Eliza M. Cutchen,	150.00	
" " Anna Prior,	75.00	
" " Rebecca Bennett,	38.00	
" " Margaret Johnson,	112.50	
" " Elizabeth Servoss,	135.00	
" " Isabella Servoss,	135.00	
" " Anna Lawton,	277.00	
" " Francis Van Allen,	150.00	
" " Fanny Jessup,	150.00	
" " Hellen Burroughs,	135.00	
		1,492.50
		$17,418.50

State of New Jersey, } *to wit:*
Burlington county. }

George W. Doane, being duly sworn, upon the Holy Evangelists of Almighty God, doth depose and say, that the above is a true and perfect inventory of all his real and personal property, together with the value thereof, as near as he can ascertain, and further saith not. G. W. DOANE.

Sworn and subscribed, before me, the twenty-ninth day of March, eighteen hundred and forty-nine. John Rodgers,
Master in Chancery.

D.

List of Creditors.

Bond to the Female Benevolent Society,		600.00
" " Sarah Vansciver,		400.00
" " Rev. A. Stubbs, Treasurer,		1,000.00
" " Samuel Haddon,		400.00
Joseph Deacon, indorsements,		23,450.00
Michael Hays,	do.	17,500.00
Lawson Carter,	do.	6,000.00
Sundry notes whose indorsers are uncertain,		4,447.36
J. C. Garthwaite, indorsements,		1,470.45
Jos. L. Powell,		2,000.00
William S. Faitoute, Newark,		2,508.00
Thomas B. Woolman, Burlington,		4,030.05
Thomas Dugdale & Son,	"	2,375.00
Taylor & Dugdale,	"	2,794.74
Thomas Milnor,	"	2,951.26
Thomas Dutton,	"	2,494.31
David Harmer,	"	449.92
Francis Roth,	"	1,241.31
John Mitchell,	"	118.29
George P. Mitchell,	"	611.54
William Stone,	"	507.83
A. A. Sloan,	"	670.80
R. H. Parsons,	"	1,152.06
F. Woolman,	" about,	1,000.00
Sundry notes indorsed by R. J. Germain, and negociated by F. Woolman,		1,983.25
C. Hand,	Burlington,	44.48
Mrs. C. Lippincott,	"	11,951.67
Mrs. A. L. Winslow,	"	1,700.00
George D. Winslow,	"	1,000.00
Isaac B. Parker,	"	5,946.09
William H. Carse,	"	519.13
Sundry bills contracted by W. H. Carse, for me,		592.37
J. A. Shreve,	Burlington,	787.47
William Reek,	"	376.56
William B. Price,	"	451.05
Wardrop J. Hall,	"	127.58
Amount carried over,		$103,653.26

Amount brought forward,			$103,653.26
J. W. Fenimore,	Burlington,		22.50
B. Fenimore,	"	about	1,350.00
Joseph Pedrick,	"		53.00
W. J. Allinson,	"		181.95
W. C. Myers,	"		63.24
S. C. Atkinson,	"		152.43
Edward Connor,	"		279.16
D. S. Read,	"		23.48
Warren Scott,	"		67.60
Charles Johnson,	"		1,461.16
Vandegrift,	"		40.00
R. Blackwood,	"		137.00
Edmund Morris,	"		135.62
William A. Rogers,	"		114.46
S. Hanse,	"		127.86
Brown & Stevenson,	"		338.75
James Germain,	"		5,956.89
Ira V. Germain,	"		3,293.00
R. J. Jermain,	"		1,000.00
Mrs. Bishop,	"		300.00
Rev. S. W. Hallawell,	"		650.00
George W. Hewitt,	"		595.00
Signor Palidini,	"		565.00
A. Engstrom,	"		2,012.00
G. Kax Wagner,	"		299.00
William Fife,	"		80.00
Miss Loley,	"		375.00
Mrs. Lamotte,	"		150.00
Miss Stanley,	"		450.00
Miss Chamberlain,	"		264.00
Miss Lane,	"		683.87
Miss Crouyn,	"		375.00
Miss Barrington,	"		150.00
Miss Thompson,	"		540.00
Miss Matthews,	"		170.00
Miss Germain,	"		425.00
Miss Morgan,	"		87.50
Miss Hale,	"		200.00
Miss Whittlesey,	"		225.00
Miss Brook,	"		100.00
Miss Hewitt,	"		135.00
Dr. Bagnet,	"		670.00
Amount carried over,			$117,952.73

Amount brought forward,		$127,952.73
Rev. J. H. Bradin,	Burlington,	1,000.00
Mr.. Hyde,	"	299.00
Mr. Billsbey,	"	90.00
Mr. Trimble,	"	100.00
Mr. Barrington,	"	100.00
Mr. Holden,	"	200.00
Mr Tuttle,	"	190.00
Mr Mitchell,	"	225.00
Mr. Crooke,	"	100.00
Mr. Tenher,	"	250.00
Mr. Swoope,	"	100.00
Mr. Green,	"	65.00
Mrs. Clark,	"	46.60
Miss Alison,	"	100.00
Servants and Employees, at College and St. Mary's Hall,		1,490.15
Munsig & Bowman, Albany,		2,074.66
D. F. Fell & Co., Philadelphia,		449.15
C. P. Wayne & Son,	"	298.11
Gillespie & Robinson,	"	368.63
Morgan & Co.,	"	996.00
L. J. Levey,	"	102.78
H. L. Sipman,	"	106.30
P. B. Gustine,	"	30.00
M. P. Mitchell,	"	225.00
W. J. Maddock,	"	410.97
J. Hastings,	"	277.61
Smith & Hodgson,	"	71.65
E. C. Knight,	"	84.84
Baily & Co.,	"	212.65
Fred. Brown,	"	192.50
Carey & Hart,	"	122.05
John Pennington,	"	143.24
Tyndall & Mitchell,	"	75.55
C. Oakford,	"	21.00
W. Y. Mason,	"	17.00
J. P. Moss,	"	37.65
Johnson,	"	50.00
Zieber & Co.,	"	38.00
E. Townsend,	"	21.00
T. Sharpless & Son,	"	912.17
W. D. Parrish & Co.,	"	20.42
Amount carried over,		$139,667.41

Amount brought forward,		$139,667.41
Joseph Brown,	Philadelphia,	10.38
F. S. Cowpland,	"	40.00
G. S. Appleton,	"	393.67
Philip Reilly,	"	649.57
E. C. & J. Biddle,	"	824.62
N. Souders,	"	51.75
Eagle Foundry, Mount Holly,		432.77
G. P. Putnam,	New York,	71.50
J. Wiley,	"	600.00
D. Appleton & Co.,	"	57.00
D. Dana,	"	20.00
Stanford & Swords,	"	15.00
Harper & Brothers,	"	217.06
Leavit, Trow & Co.,	"	31.25
Benard & Munden,	"	91.00
Ward & Exall,	Newark, about	150.00
Little & Brown,	Boston,	53.08
Sundry small items, say		100.00
John Wiley,	New York,	118.00
Claims of W. J. Hall and A. A. Sloan, against the Building erected on Burlington College property, amount unknown, but supposed not to exceed ten thousand dollars,		10,000.00
		$155,593.67

STATE OF NEW JERSEY, } *to wit:*
Burlington County, }

George W. Doane, being duly sworn according to law, upon his oath doth depose and say, that the above is a true, full and perfect list of his creditors, with the amounts severally due to them, as far as he hath been able to ascertain, according to the best of his knowledge, and further saith not.

G. W. DOANE.

Sworn and subscribed this twenty-ninth day of March, eighteen hundred and forty-nine, before me,
JOHN RODGERS, *Master in Chancery.*

STATE of NEW JERSEY, } *ss.*
Burlington County, }

I, Benjamin Buckman, Surrogate of the county of Burlington, do hereby certify that the within named Garret S. Cannon and Robert B. Aertson, hath entered into bond to the Ordinary of the

state of New Jersey, with Jeremiah C. Garthwaite, L. Mailliard, and Stephen Cubberly, sufficient security for the faithful performance of the trusts in the within assignment contained, according to the statute.

Dated April 10th, 1849.

BENJ. BUCKMAN, *Surrogate.*

Recorded April 10th, A. D., 1849.

JOSEPH F. BURR, *Clerk.*

STATE OF NEW JERSEY, } *ss.*
Burlington County, }

I, Joseph F. Burr, Clerk of the Inferior Court of Common Pleas of the County of Burlington, do hereby certify that the aforegoing is a true copy of the record of the deed of assignment between the parties named therein, as full and entire as the same remains of record in my office, in Book U 4 of Deeds, page 619, &c.

In testimony whereof I have hereto set my hand
[L. S.] and the seal of the said Court, this third day of July, A. D. eighteen hundred and forty-nine.

JOSEPH F. BURR, *Clerk.*

E 1.

Extract from the Inventory of the estate, property and effects of the People's Bank of Paterson, the nature and probable value thereof, and an account of debts due to and from said Bank, made by Cornelius S. Van Wagoner, William F. Day and Jacob Van Arsdale, Receivers for the creditors and stockholders of said Bank, appointed by the Chancellor of the State of New Jersey, by two certain orders, bearing date respectively the 29th day of September, 1851, and the 2d day of October, 1851.

"Note, G. W. Doane, drawer or acceptor; E. B. D. Ogden, endorser; date, Jan. 4, 1848; time, twelve months; due Jan. 7, 1849; not paid; amount, two hundred and fifty dollars."

E 2.

SUPREME COURT, NEW JERSEY.

Michael Hays, } *In lease.*
v. } *On Judgment, &c.*
George W. Doane. }

Examination of the above named defendant, George W. Doane,

taken before me, at my office in the city of Trenton, this twenty-ninth day of January, A. D. 1853, under an order for that purpose made by Honorable Stacy G. Potts, one of the Justices of said Court, bearing date on the twenty-fourth day of January instant. Examination taken in the presence of Michael Hays, the plaintiff, and William Halsted, Esq., his counsel, and of John L. N. Stratton and Abraham Browning, Esquires, of counsel with the defendant.

J. WILSON,
Com'r, &c., for taking bail and affidavits in Supreme Court, N. J.

George W. Doane, the defendant, being by me duly sworn according to law, on his oath saith, in reply to the questions propounded to him by Mr. Halsted, counsel for the plaintiff, as follows:

42. *Question.* With whom was the general understanding made, of which you have already spoken?

Answer. St. Mary's Hall, from the time of my assignment, has been carried on by gentlemen who have been called Commissioners, for the sake of having a name. The present Commissioners are Judge Ogden, Jeremiah C. Garthwaite, Joel W. Condict, and William Wright.

43. *Question.* Was the general understanding then made with them?

Answer. I would answer that it was not only a general understanding, but an informal one, and it was made with some one or other of them, or with their predecessors.

44. *Question.* When was this general understanding entered into?

Answer. I am not able to state the time.

45. *Question.* In the provision which you made for carrying on the College, did you consider the Library as a part of that provision?

Answer. I did, sir.

46. *Question.* Does that Library remain in the College still?

Answer. It does.

47. *Question.* Have the Trustees of Burlington College paid you for the Library?

Answer. No, sir.

48. *Question.* To whom does that Library now belong?

Answer. That is more than I can tell. I decline to answer questions which settle legal rights, and I don't understand them.

49. *Question.* Was that Library put into the schedule of your property at the time you made your assignment?

Answer. I must refer to the record, sir.

50. *Question.* Can you recollect, or can you not?

Answer. I have declined to answer as to matters which are on public accounts.

51. *Question.* Do you say that this matter is a matter of public record?

Answer. I do not know whether it is or is not. I do not know whether the Library is included in it or not, or whether it ought to have been included in it or not. I will also state, in connection with this, that I deposited in that Library, from time to time, books of my own for the use of the College, of which, as far as I now recollect, it being seven years ago, I made no account. Some of my friends presented books, and books have come in from the general government, and from the Smithsonian Institution, and perhaps from the government of this state; and these constitute the Library. I think I never asked myself the question whose it was.

52. *Question.* Did your assignees sell this Library?

Answer. I don't know. I was not present at the sale, nor have I ever seen the returns.

53. *Question.* Does the Library remain in the College in the same way that it did before the assignment?

Answer. It does.

54. *Question.* What is the amount of your annual income from all sources?

Answer. As I have no income from any source, other than my labor or personal services, and as that is expressly excepted by the statute, I decline to answer.

Mr. Halsted desires here to state that he does not assent to that construction of the statute, but that he conceives that the statute makes no such exception.

Bishop Doane then proceeds to say, I have no objection to stating what my income is, though I don't think I am bound to state it. The only available claim that I have for income, is as the Rector of St. Mary's Church, Burlington, for services, seven hundred dollars per annum, with the use of the parsonage.

55. *Question.* Has all this money due you for salary been paid you by the Church? Is there any part of it now due?

Answer. That is more than I know, sir.

56. *Question.* What amount of money did you receive last year from all sources, as near as you can come to it? I don't ask you within a hundred dollars, or five hundred.

Answer. As the only available source of income which I possess is stated above, is the Rectorship of St. Mary's Church, it could not have exceeded the sum above mentioned. And that sum is charged with the support of my mother and sisters.

57. *Question.* Is this the whole annual amount of your income since your assignment?

Answer. Protesting against the right to ask these questions, I reply, that this is the whole amount of income I have received during that period, excepting the payments for the three or four times specified above.

58. *Question.* Have you received no part of your wife's income since your assignment?

Answer. The expenses of my house and my personal expenses have been paid from her income. That is all that I have received.

59. *Question.* Have you paid any debts since your assignment?

Answer. In answer to that question I have only to say this, that I have stated truly the amount of income which I have received. Whatever debts I have paid have been paid from that. Any other debts which have been paid have been paid by Mrs. Doane, and not from any means or income of mine.

60. *Question.* What debts have you paid from your own income since the assignment?

Answer. It is impossible for me to state that. I don't remember.

61. *Question.* Did you pay a person by the name of McEvoy a sum of money since your assignment, and if so, how much?

Answer. I have no recollection of any such payment, sir.

62. *Question.* Did you not pay to a man by the name of Dennis McEvoy, who resides in Burlington, a sum of money since your assignment?

Answer. I think I have a general recollection of that. As far as I remember the circumstances, they are these; I can't speak certainly, for the facts are very indistinct in my mind. As far as I recollect the circumstances are these: that William A. Rodgers settled with him for a small sum, and that the debt to Mrs. Rodgers remains unsatisfied.

63. *Question.* Did you request Rodgers to settle with him?

Answer. As far as I remember Rodgers himself proposed it.

64. *Question.* Do you recollect the amount of his claim against you?

Answer. I do not.

66. *Question.* Has any body paid him anything for you.

Before answering this question Bishop Doane says, I wish distinctly to record my protest against all questions concerning the payment of my debts, as not authorized by the statute, any of them. And in any that I have answered, or shall answer, I claim the protection of this protest. And I claim, moreover, to be pro-

tected in case of any erroneous answer in this connection, by the length of time which has occurred, and the great extent and complicated character of my business transactions before my assignment, and the impossibility of separating some of them, from efforts which I have subsequently made, and attempted to make, to relieve persons to whom I have been indebted, from pecuniary inconvenience and suffering.

Now in answer to the last question, I reply, my debts to William H. Case, (that was his name,) so far as I know and believe, were included in the assignment, and so far as they have been paid, they have not been paid by myself nor by others with my means, for I had no means to give them.

67. *Question.* Have you, or has any one for you, since your assignment, paid to Mrs. C. Lippincott any thing for you, and if so, how much?

Answer. I have paid nothing to her, and I do not know what amount has been paid to her by any other person.

68. *Question.* Did you request any body to pay any thing to her for you?

Answer. I Did not.

69. *Question.* Did you pay any thing since the assignment to the son of Mrs. Lippincott?

Answer. I did not.

70. *Question.* Did you request any one to pay him any thing for you?

Answer. I did not.

71. *Question.* What was the value of the silver plate which you possessed at the time of your assignment?

Answer. I do not know. The appraisement ought to state it, and I suppose it does.

72. *Question.* Can you tell what the articles were?

Answer. I cannot.

73. *Question.* Have you those articles of that plate in possession yet?

Answer. No, I have not.

74. *Question.* Was that plate sold at the assignees sale?

Answer. I was not present at the sale, as I have answered before. I take it for granted it was sold, but if I am to answer from my own knowledge, I was not present.

75. *Question.* Did any body buy it for you?

Answer. No.

76. *Question.* Was your private library sold by the assignees?

Answer. It was.

77. *Question.* Did any body purchase it for you?

Answer. No.

78. *Question.* Have you possession of it now?

Answer. I have not possession of it, in the sense in which I suppose "possession" to be properly used. I am not the owner of it. The Library remains in the house which I occupy, and I have the use of it.

79. *Question.* Does it remain in the same room that it did before the sale was made?

Answer. Yes.

80. *Question.* Do you use it in the same way you did before the sale was made?

Answer. Yes; I use it in the same way I did before the assignment was made, except that I cannot alienate it.

81. *Question.* What was the value of that Library at the time of the assignment, in your opinion?

Answer. I never made any valuation of it. It was valued by the appraisers, but I can't tell at what.

82. *Question.* Did you never make any valuation of it?

Answer. I never made any valuation of it.

83. *Question.* Did you never give it in pledge as payment for any money?

Answer. To obtain money for carrying on St. Mary's Hall, at the time of great pressure, I gave it in pledge, but I do not remember for what sum.

84. *Question.* To whom did you give it in (charge or) pledge?

Answer. I think that the transaction was with Governor Pennington, as the Executor of an estate. I think that there was some further security by the individual responsibility of others in addition to that, but I can't recollect, for it is now some ten or twelve years ago. There was never any other pledge of it since then, to any body else, that I remember.

85. *Question.* Who purchased this Library at the assignees sale?

Answer. Miss Caroline Watson.

86. *Question.* Is she still the owner of it?

Answer. She is not.

87. *Question.* Who is the owner of it now?

Answer. Mrs. Sarah P. Cleveland.

88. *Question.* Is there any understanding between you and her that you are to redeem it.

Answer. No; none whatever.

89. *Question.* Were the philosophical and chemical apparatus which were in the College put into the schedule of your property at the time you made your assignment?

Answer. That is more than I can tell. The deed is upon record.

90. *Question.* Were they sold by the assignees?

Answer. That I do not know. I was not at the sale.

91. *Question.* Do they remain in the College still?

Answer. They do.

92. *Question.* Do you recollect what you paid for that philosophical apparatus, or the chemical, or both?

Answer. I do not. They were bought at different times, and under different circumstances. It is some years ago.

93. *Question.* Can you give any general opinion of their value?

Answer. I cannot.

94. *Question.* Have you paid R. J. Germain any part of what you owed him at the time of your assignment?

Answer. I have not.

95. *Question.* Do you owe him any thing now?

Answer. I do not owe him anything. Mr. Germain, as far as I know or believe, came in under the assignment and I received his dividend, and that, I am advised by counsel, extinguishes his debt.

96. *Question.* Do you know that Mr. Germain presented the whole of his claim to the assignees?

Answer. I do not know that he did, but I believe he did.

97. *Question.* Do you recollect what was the amount of his claim against you?

Answer. I do not.

98. *Question* Have you any stock in any Bank or Insurance Company, or other institution?

Answer. I have not.

F 1.

COPY OF THE MEMORIAL OF MICHAEL HAYS TO THE DIOCESAN CONVENTION OF NEW JERSEY.

To the Honorable the members of the Convention of the Protestant Episcopal Church of the State of New Jersey, at the city of Burlington assembled:

The petition of the subscriber respectfully sheweth, That your petitioner having suffered great wrong and losses, to a very great extent, by indorsing and loaning money to the Rev. George W. Doane, he (the said Doane) representing to your petitioner, at the different times of procuring said loans and indorsements, that your petitioner was perfectly safe in so doing, and that he should suffer no loss thereby; yet, at the same time, the said G. W. Doane well knowing that he (the said Doane) was, at that time, insolvent and unable to pay his indebtedness; but contriving

and wrongfully and unjustly intending to injure and bring to great loss your petitioner; and he (the said Doane) did, at divers times, wrongfully represent to your petitioner his ability to pay his indebtedness, thereby wrongfully and unjustly through such false representations, induce your petitioner to loan money, and also to indorse for the said G. W. Doane to a large amount, and which said large amount,—to wit, the amount of twenty-three thousand dollars, your petitioner has been compelled to pay; and your petitioner further represents, that the said G. W. Doane did stipulate that if your petitioner would pay the aforesaid amount of money without any contested suit at law, then he (the said G. W. Doane) would, upon such settlement, remunerate your petitioner to the amount herein set forth and made known to your honorable body, you will take such action on the same as to you shall seem proper and right, and your petitioner, as in duty bound, will ever pray. MICHAEL HAYS.

STATE OF NEW JERSEY. } ss.
Burlington county, }

Michael Hays, the petitioner above named, being duly sworn according to law, doth depose and say that the matters and things set forth in the foregoing petition are true to the best of his knowledge. MICHAEL HAYS.

Sworn and subscribed this 25th day of May, 1851, before me, one of the justices of the peace of said county.

SAMUEL W. EARL.

The foregoing affidavit speaks of the amount that Mr. Hays had been compelled at *that time* to pay. The following letter of Mr. Hays to Bishop Doane, speaks of the loan of three thousand dollars, which was a part of the loan negotiated in the fifty thousand dollars mortgage, and it makes the Bishop's indebtedness to Mr. Hays thirty thousand dollars, instead of twenty-eight thousand.

F 2.

FEBRUARY 13, 1851.

SIR:

Yours of the 11th instant is before me and its contents read, by which I am very much disappointed, and not a little surprised, that you should ask of me a further indulgence in the payment of the money so long due me, and so much needed by me. I had hoped, with all the patience and forbearance that I have exercised towards you, I might now have expected better things towards

me, than to ask me to wait three months longer, after waiting as long as I have, and after my paying as much money as I have been compelled to pay for you. Nearly forty years of my earnings, by hard labor, has been taken from me, amounting to twenty-five thousand dollars, or upwards, (including the loan,) which I consider I was completely swindled out of; of which you and others shall hear more about by and by. In your inventory, or schedule of debts, to the assignees, according to pamphlet report, which I suppose was taken for records, you put down your indebtedness to me at fifteen thousand dollars, when it was double that sum; and I do not know how you could not have known it, when the notes protested amounted to twenty-nine thousand and the loan was three thousand. All these things I have borne patiently, but the time has now arrived when forbearance would cease to be a virtue; I therefore inform you that the indulgence asked for cannot be granted, although it may be longer before I shall be able to obtain anything, if ever, but I shall have the satisfaction of saying to my friends, I have done my duty towards trying to get what is justly and honestly due me.

The course I shall pursue is not necessary to state, as I shall act advisedly. Your obedient serv't,

MICHAEL HAYS.

The foregoing letter, in answer to the following letter of Bishop Doane, viz:

F 3.

RIVERSIDE, Feb. 11, 1851.

MY DEAR FRIEND:

I applied to the gentlemen for aid, in the matter, of which I spoke to you. They would advance the $1,000, but that they are just now straitened. It will be paid, however, at the beginning of May; and I must ask your indulgence until then. You can count on it, then, with certainty; say, three months from this date. Very faithfully your friend,

G. W. DOANE.

G.

See Post Letter, *R*, the affidavit of Joseph Deacon.

H.

PHILADELPHIA, June 21st, 1842.

RT. REV. G. W. DOANE, D. D., L. L. D.

Dear Bishop: Receiving, as I did, a notice of the sitting of the Committee of the Church, in New Jersey, to examine charges affecting you, I write to you, lest my non-appearance before them should be liable to any unjust construction. I will try to state the facts as I understand them, without argument or inference. You purchased some books of me for your parish library, amounting altogether, I think, to about fifty dollars. You requested me to charge them to you; which I was ready enough to do. I think it was something like a year before your assignment. When that event was published, remembering that the books were for the parish library, and thinking perhaps the Church was bound to pay for them, I wrote to Mr. Milnor, Treasurer, as I understood, of the vestry. I did this, not willing at the time to add to your troubles by calling your attention to it. Mr. Milnor replied, in substance, that the money had been put in your hands to purchase the books, and the books had been placed in the library for the same; saying he thought the facts had passed from your mind, and desiring me to write to you, which I did soon after, but received no reply from you, and there the matter has rested. I knew you had many cares and thought it quite probable you had forgotten the circumstance. I am owing you now, and as you have requested me to consider the debt paid, and said it had been your wish and intention so to pay it, I have no farther claim against you, and feel entirely satisfied with the result. Hoping that you may thus rise out of all your difficulties and trials,

I am, very truly, your friend,

H. HOOKER.

I.

SAMUEL R. GUMMERE TO
GARRET D. WALL AND OTHERS.

This indenture, made this first day of December, in the year of our Lord one thousand eight hundred and thirty-six, between Samuel R. Gummere, and Elizabeth D., his wife, of the city and county of Burlington, state of New Jersey, party of the first part, and Garret D. Wall, of the same place, Henry C. Carey, and William J. Watson, of the city of Philadelphia, in the state of Pennsylvania, party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of six-

teen thousand five hundred dollars, good and lawful money of the United States, to the said party of the first part, in hand well and truly paid, the receipt whereof they, the said party of the first part, do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, their heirs and assigns forever: All the following described lots or parcels of land, situate lying and being in the city and county of Burlington, and state of New Jersey aforesaid.

(Here follows a description of four lots which compose the property called St. Mary's Hall.)

Then follows a warranty against all persons except Griffith Evans and those claiming under him, by virtue of a certain mortgage given by the said party of the first part to the said Griffith Evans, to secure the payment of eight thousand dollars, bearing date the first day of April, eighteen hundred and twenty-nine: And except by George Cummings and those claiming under him, by virtue of a certain mortgage, given by the said party of the first part, to secure the payment of one thousand five hundred dollars, and bearing date on the twenty-second day of July, eighteen hundred and thirty. And that the said premises are free and clear, and freely and clearly acquitted and discharged of, and from all former mortgages, judgments, executions and of and from all other incumbrances whatever, except the two above recited mortgages given by the said party of the first part, to Griffith Evans and George Cummings, and bearing date as aforesaid. And lastly, that he, the said party of the first part, and his heirs, all and singular, the said four above described lots or parcels of land, hereditaments and premises hereby granted, with the appurtenances, unto the said party of the second part, their heirs and assigns, and against them, the said party of the first part, and against all and every other person or persons whomsoever, claiming or to claim the same, except by or under the two above recited mortgages to Griffith Evans and George Cummings as aforesaid, shall and will warrant and forever defend.

In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written.

SAML. R. GUMMERE. [L. S.]
ELIZABETH D. GUMMERE. [L S.]

Signed, sealed and delivered in presence of
CHRISTIAN LARZELERE.

Acknowledged before Christian Larzelere, May, 1837.
Recorded November 27th, A. D., 1839.

JOS. S. READ, Clerk.

K.

GARRET D. WALL AND OTHERS
to
GEORGE W. DOANE.

This Indenture, made the twelfth day of March, in the year of our Lord one thousand eight hundred and forty-seven, between Garret D. Wall, of the city of Burlington and State of New Jersey, Henry C. Carey and William J. Watson, of the city of Philadelphia and State of Pennsylvania, parties of the first part, and the Right Reverend George W. Doane, L. L. D., of the city of Burlington and State aforesaid, party of the second part, Witnesseth, that whereas, by an indenture of bargain and sale, bearing date the first day of December, in the year of our Lord one thousand eight hundred and thirty-six, made between Samuel R. Gummere and Elizabeth D. his wife, of the one part, and the said Garret D. Wall, of the city of Burlington, and Henry C. Carey and William J. Watson, of the city of Philadelphia, of the other part, they, the said Samuel R. Gummere and Elizabeth D. his wife, for and in consideration of the sum of sixteen thousand five hundred dollars therein mentioned, to be paid to them by the said Garret D. Wall, Henry C. Carey and William J. Watson, did grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said Garret D. Wall, Henry C. Carey and William J. Watson all the following described tracts and lots of land, situate, lying and being in the city and county of Burlington and State of New Jersey.

The first lot beginning at the corner of the fence, as it now stands, now being a corner of Fourth and Pearl streets, and runs thence in the line of Pearl street westward seventy-three feet to the line of lot No. 2, formerly in the tenure of James Verree; thence north-westwardly by line dividing lot No. 2 from this lot three hundred and sixty-six feet; thence running an eastwardly course twenty-three feet along the garden fence on said lot for a corner where formerly stood three peach trees; thence northwardly a direct course down to low water on Delaware river; thence eastwardly fifty feet along said river, and thence back southwardly in a direct line by Fourth street to the corner on Pearl street aforesaid to the place of beginning, be the quantity within said bounds what it may. The second lot, beginning at a stone fixed for a corner on the west side of Pearl street seventy-five links to the westward of the south-east corner of a lot, and four feet and a half to the westward of the trunks of the second row of apple trees, counting westward from the east side of the lots then belonging to Sarah Lee; thence from said stone running along said Pearl street south seventy-two degrees west two chains

and eleven links to the corner of the lot sold by the executors of James Verree to George Eyre and Isaac Conover; thence along the line of the same about north twelve degrees and fifteen minutes west ten chains and ninety-three links to the river Delaware at low water mark; thence bounded up the said river about one chain and seventy links until a course near about south, fourteen degrees and a quarter east, just clearing the south-west corner of the house in which Sarah Lee formerly lived, and running four and a half feet west from the bodies or trunks of the said rows of apple trees, distance ten chains and eighty-five links, will strike the beginning corner, containing two acres and ten perches, or thereabouts. The third lot, beginning on the north side of Pearl street at John Andrews Barbarous corner, (formerly,) and runs in said Barbarous's line north fifteen degrees and twenty minutes west three hundred and sixty-six feet to his corner, standing where formerly was a row of peach trees; then turning at right angles eastward twenty-three feet to said Barbarous corner; then north fifteen degrees and twenty minutes west in said Barbarous's line to low water mark on the Delaware; then down the Delaware to the lot late John Mannington's; thence along the line of said lot about south twelve degrees and three quarters east to said Pearl street; and then eastward along Pearl street seventy-four feet to the place of beginning. The fourth lot, beginning by the River Delaware at low water mark, corner to a lot of land conveyed to Sarah Lee formerly, and since belonging to Samuel Robbins, and runs from thence by the same lot south twelve degrees and fifteen minutes east across the middle of a well of water, ten chains, more or less, to a stone by the north side of Pearl street; thence along Pearl street north seventy-two degrees east one chain and twelve links to a stone, corner to land formerly belonging to James Verree, by which it runs north twelve degrees and fifteen minutes west ten chains to the said river Delaware; thence it is bounded down the same, being in a direct line one chain and twelve links to the place of beginning, containing one acre and fourteen perches; together with all and singular the buildings, improvements, ways, woods, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and every part and parcel thereof; and also all the estate, right, title, interest, property, claim and demands whatsoever, both in law and equity, of the said Samuel R. Gummere and Elizabeth D. his wife, of, in and to the same, subject to a mortgage given by the said Samuel R. Gummere and Elizabeth D. his wife, to Griffith Evans, bearing date the first day of April, in the year of our Lord one thousand eight hundred and twenty-

nine, to secure the payment of eight thousand dollars; and also to a certain other mortgage, bearing date on the twenty-second day of July, in the year of our Lord one thousand eight hundred and thirty, and given by the said Samuel R. Gummere and Elizabeth D. his wife, to one George Cummings, to secure the payment of one thousand five hundred dollars, with interest on the said respective sums. To have and to hold the said described hereditaments and premises thereby granted, and every part and parcel thereof, with the appurtenances, unto the said Garret D. Wall, Henry C. Carey and William J. Watson, as joint tenants and not as tenants in common, and the survivor and survivors of them, their and his asigns, to the only proper use, benefit and behoof of the said Garret D. Wall, Henry C. Carey and William J. Watson, and the survivor and survivors of their and his heirs and assigns, forever, as joint tenants aad not as tenants in common.

And whereas, further, the said Right Reverend George W. Doane, L. L. D., by his indenture, bearing date the first day of September, in the year of our Lord one thousand eight hundred and thirty-eight, and made between the said George W. Doane of the one part, and the said Garret D. Wall, Henry C. Carey and William J. Watson of the other part, for the consideration in the said deed mentioned, bargain, sell, assign, transfer, set over and deliver to the said Garret D. Wall, Henry C. Carey and William J. Watson the several articles of household and kitchen furniture, books, instruments and other personal goods and chattels mentioned and described in the said deed, to Have and to Hold to the said Garret D. Wall, Henry C. Carey and William J. Watson, their and the survivor of their executors, administrators and assigns, as joint tenants and not as tenants in common, as by the said several deeds, reference being thereto respectively had, will more fully and at large appear. And whereas, further, the said Garret D. Wall, Henry C. Carey and William J. Watson, on the first day of September, in the year of our Lord one thousand eight hundred and thirty-eight, by a declaration under their respective hands and seals, acknowledge, testify and declare, that the consideration money mentioned in the said deeds was paid by the several persons hereinafter mentioned, as follows, to wit: The said George W. Doane, Garret D. Wall, Henry C. Carey, William J. Watson, and Hannah Carr, each the sum of one thousand dollars; and Mary Maree, Edward Harris, James Sterling, and Nathan Dunn, each the sum of two hundred dollars; and Susan V. Bradford, Caroline Watson, Christiana Lippincott, Joseph Askews, Joel W. Condit, Hanford Smith, John Potter, John T. Newton, Nathan B. Warren, Sarah Perkins, Catherine Clark, William Foster, Harriet J. Barren, Joseph Witham, Jonathan D. Spencer, James Grinnel, Stephen Warren, Esther Cannon, Lucretia Clarke,

William M'Ilvaine, Margaret M'Ilvaine, Mary M'Ilvaine, Sarah L. Keene, Margaret McCall, Elizabeth Swift, Mary Swift, Benjamin W. Richards, Phebe Warren, Lydia Brooks, Davis S. Jones, Samuel Rogers, Thomas I. Wharton, and Peter G. Stuyvesant, each the sum of two hundred and fifty dollars; and Elizabeth Slok the sum of seven hundred and fifty dollars; who severally subscribed the respective sums for the purpose of establishing a seminary or institution on said premises, called St. Mary's Hall, as will appear by a certificate of stock, issued and signed by the said George W. Doane, to the said persons above named respectively, bearing date as by reference to the same will appear; and whereas, the said Garret D. Wall, Henry C. Carey, did further, by the same declaration, bearing date and signed and sealed as aforesaid, acknowledge and declare that they held, and would continue to hold, the said several tracts of land and goods and chattels in trust. First, to pay the said mortgages secured thereon; and secondly, to reimburse and pay them for all costs, charges and expenses accrued in the execution of said trust. Third, to pay the several shareholders of stock, or their assignees, thereinbefore named, on the sums advanced, as may appear by their respective certificates of stock, issued and signed by the said George W. Doane, and interest on the said sum mentioned therein, at the rate of six per centum per annum, from the date of the said certificates respectively; and fourthly, for the purpose of paying the principal mentioned in the said certificate of stock, to the stockholders above named, or their respective executors, administrators or assigns, under the direction of a board of trustees, to consist of seven, to be nominated by the Bishop of the Diocese of New Jersey, and to be approved and appointed by such of the shareholders aforesaid, their executors, administrators or assigns, as shall attend at St. Mary's Hall, on ten days notice from the said Bishop; and all vacancies to be supplied in the same manner. And the Bishop of the Diocese of New Jersey is at all times to be one of the said seven trustees, and a officer President, and the said board of trustees at all times to have the control and management, as well of the said trust property, real and personal, as of the said school, to be called St. Mary's Hall, and to appoint all teachers and other proper persons; to make bye-laws and other proper regulations for the purpose of carrying on the same; and all profits, after paying the interest on the said stock and mortgages, to be applied, under the direction of the board of trustees, either for the enlargement and improvement of the institution aforesaid, or for the repayment of the principal, as the said board shall deem advisable; and in case of the enlargement or any improvement of the institution, the same trust being declared to be applied and extended to such enlarge-

ment, or improvement, or addition, to the said real and personal estate, and in case of the payment of the whole or any part of the principal advanced, such repayment to rest protanto all the interest of the shareholder or shareholders so paid off, in the said George W. Doane, who is aforesaid, to become substituted as the owner thereof in lieu of said stockholder or stockholders, and whenever from the profits of the institution in any other manner the stockholders shall be reimbursed the amount of their certificates, with interest, then in that case the said George W. Doane, his heirs and assigns, to become entitled to the whole property before mentioned, real and personal, and that the holders of the said shares are bound to receive the payment of the capital in such sums and at such times as the board of trustees shall direct; and they are to be entitled, when two or more applications for admission to the said school are made at the same time, to a preference for the pupils sent by them, it being expressly understood and declared that neither the said Garret D. Wall, Henry C. Carey and William J. Watson, trustees therein named, nor the said shareholders, are to be considered as partners engaged in any partnership transaction, or to be in any way or manner liable for the debts or responsibilities of the said institution, or to be entitled to any of the profits thereof; and whereas, it is further set forth in the said declaration, that the said parties signing and sealing the same as aforesaid, do further acknowledge and declare, that for the purpose of securing the sums advanced by the said several stockholders, as appears by the certificates of stock to them respectively issued and signed by the said George W. Doane, with interest aforesaid, they and each of the said shareholders, their executors, administrators and assigns, are to be considered as mortgagees of the said real and personal estate, and that whenever a majority of them in interest shall refuse, by writing, signed by them, a sale of the said personal and real estate, or any part thereof, that they the said Garret D. Wall, Henry C. Carey and William J. Watson, or the survivor or survivors of them, will sell the same in the same manner as the laws of New Jersey may prescribe for the sale of mortgaged premises, and apply the proceeds thereof to the payment, first, of the mortgages herein mentioned, secondly, of the expenses of such sale, and thirdly, to pay the said shareholders the whole amount of the sale of their certificates, if the same will so far extend, and if not to divide the proceeds equally and rateably. And the said parties in the said declaration do further acknowledge and declare, that whenever from the profits of the said institution, or in any other manner, the said stockholders shall be repaid and reimbursed their advances as therein before stipulated, and the said Garret D. Wall, Henry C. Carey and William J. Watson,

or the survivor or survivors, his heirs, executors and administrators, would at the proper costs and charges of the said George W. Doane, and his heirs, executors, administrators and assigns, upon his or their request, by good assurances and conveyances in the law, convey, assign and transfer the said several tracts of land, goods and chattels, to the said George W. Doane, his heirs, executors, administrators or assigns, or such other person or persons as he or they should nominate, direct or appoint.

And whereas, the stockholders named in the declaration of trust hereinbefore recited, have been reimbursed and repaid their several and respective advances, as stipulated and provided for in the said declaration, and the said George W. Doane hath paid off and fully discharged the same, and delivered to us, Garret D. Wall, Henry C. Carey and William J. Watson, all the certificates of stock issued and signed by him, therein mentioned and described, whereby the uses, purposes, objects and interests of the said declaration of trust, and of the said deed made to the said Garret D. Wall, Henry C. Cary and William J. Watson, by Samuel R. Gummere and Elizabeth D. his wife, have been executed and accomplished. Now this indenture witnesseth, that the said Garret D. Wall, Henry C. Carey and William J. Watson, the party of the first part, in pursuance of the true intent and meaning of the said declaration of trust, and also for and in consideration of the sum of one dollar, to them in hand paid by the said George W. Doane, before the sealing and delivery hereof, the receipt whereof they hereby acknowledge and themselves to be therewith fully satisfied, have given, granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said George W. Doane, his heirs and assigns, all and singular the houses, lots, lands and premises hereinbefore described and mentioned in the deed made by the said Samuel R. Gummere and Elizabeth D. his wife, to the said Garret D. Wall, Henry C. Carey and William J. Watson, bearing date the first day of December, in the year of our Lord one thousand eight hundred and thirty-six. Together with all and singular the buildings, improvements, woods, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and of every part thereof, and also all the estate, right, title, interest, use, property, claim and demand whatsoever, both in law and equity, of them and each of them, the said party of the first part, in and to the same. And also, for and in consideration aforesaid, they, the party of the first part, have assigned, transferred and set over, and by these presents do assign, transfer and set over unto the

said George W. Doane, his heirs, executors, administrators and assigns, all and singular the several articles of household and kitchen furniture, books, instruments and other personal goods and chattels mentioned and described in the said deed made by the said George W. Doane to the said Garret D. Wall, Henry C. Carey and William J. Watson, bearing date the first day of September, in the year of our Lord one thousand eight hundred and thirty-eight. To have and to hold all and singular the said houses, lots, lands, hereditaments, articles of household furniture, books, instruments and other personal goods, chattels and premises, with all and singular the appurtenances to the same belonging or in any wise appertaining, unto the said George W. Doane, his heirs, executors, administrators and assigns, to the only proper use, benefit and behoof of the said George W. Doane, his heirs, executors, administrators and assigns forever, subject nevertheless to the mortgages mentioned and referred to in the first mentioned deed made by the said Samuel R. Gummere and Elizabeth D. his wife, to the said Garret D. Wall, Henry C. Carey and William J. Watson, hereinbefore mentioned, or so much thereof as may remain due and unpaid, and the said Garret D. Wall, Henry C. Carey and William J. Watson, party aforesaid of the first part, and each of them, do covenant and agree with the said George W. Doane, his heirs, executors, administrators and assigns, that they have not, nor hath either of them, done or committed any act, matter or thing to alter, change, charge or encumber the said premises, or any part thereof, but that the same is conveyed by them in as full and ample manner as the same is conveyed to them first, from any charge, lien or incumbrance, created by them, or either of them.

In witness whereof the said parties have hereunto interchangeably set their hands and seals, the day and year first above mentioned.

GARRET D. WALL, [L. S.]
HENRY C. CAREY, [L. S.]
WILLIAM J. WATSON, [L. S.]

Signed, sealed and delivered, in the presence of
JAMES W. WALL.

STATE OF NEW JERSEY, Burlington County, } *to wit:*

Be it remembered, that on the twelfth day of March, in the year of our Lord one thousand eight hundred and forty-seven, before me, James W. Wall, one of the Masters of the Court of Chancery of the state of New Jersey, personally appeared Garret D. Wall, Henry C. Carey and William J. Watson, and I having

first made known to them the contents of the foregoing deed, and being satisfied that they are the grantors mentioned in the said deed, they the said Garret D. Wall, Henry C. Carey and William J. Watson, thereupon severally acknowledged that they signed, sealed and delivered, as their several voluntary act and deed, for the and purposes therein mentioned.

All which is certified by me.

JAMES W. WALL, M. C. C.

Recorded April 7th, A. D. 1847.

JAMES ROGERS, Clerk.

STATE of NEW JERSEY, } *ss.*
Burlington County, }

I, Joseph F. Burr, Clerk of the Court of Common Pleas of said county of Burlington, do hereby certify that the foregoing is a true, full and correct copy of the record of the deed between the parties named therein, as full and entire as the same is recorded in my office, in Book 24 of Deeds, page 136, &c.

In testimony whereof I have set my hand and official seal hereto this October 7th, A. D. eighteen hundred and fifty-two.

[L. S.]

JOSEPH F. BURR, *Clerk.*

L.

REV. GEORGE W. DOANE AND WIFE, } $15,000.
to
HENRY R. CLEVELAND. }

Abstract of a mortgage from the Right Reverend George W. Doane and Eliza Greene, his wife, of the city of Burlington, and the township of Burlington, in the county of Burlington, and state of New Jersey, to Henry R. Cleveland, of Boston, in the county of Suffolk, and state of Massachusetts, dated the nineteenth day of September, in the year of our Lord eighteen hundred and thirty-eight, to secure the payment of fifteen thousand dollars, on or before the second day of March, which will be in the year of our Lord one thousand eight hundred and fifty-three, with interest on the sum of eleven thousand two hundred and fifty dollars, from the date hereof, until the eighteenth day of April, one thousand eight hundred and forty-one, and interest on seven thousand five hundred dollars, from the last mentioned date to the second day of March, one thousand eight hundred and forty-four, and interest on three thousand seven hundred and fifty dollars, from the last mentioned date to the eighth day of April, one thousand eight

hundred and forty-seven; the interest on said sums to be paid annually, according to the condition of a certain bond given by the said George W. Doane to the said Henry R. Cleveland, bearing equal date herewith, in the penal sum of thirty thousand dollars; all that certain messuage or tenement, with the out-buildings, and lot, or piece of land thereunto belonging, situate on the Green Bank, in the city of Burlington, aforesaid, bounded and described as follows, to wit:

[Here follows description of three lots, viz:

1. Two acres and three quarters.

2. Two acres and ten perches.

3. The lot which Elihu Chauncey, by deed of 2d of April, 1836, conveyed to George W. Doane.

These lots are believed to be the Riverside property.]

Recorded September 20th, A. D. 1838.

JOHN R. SLACK, Cl'k.

M.

Right Rev. George W. Doane,
to
Sarah C. Robardet.

Abstract of a Mortgage from the Right Reverend George W. Doane, of the city and county of Burlington, in the state of New Jersey, D. D., L. L. D., and Eliza G., his wife, to Sarah C. Robardet, of the said city of Burlington, widow, dated the eleventh day of March, in the year of our Lord one thousand eight hundred and forty-seven, to secure the payment of three thousand dollars, lawful money in the United States of America, in one year from the date thereof, with interest, at the rate of six per cent. per annum, payable semi-annually, all that certain lot of land situate on the southwardly side of Pearl street, to the westward of Ellis street, in the city of Burlington aforesaid.

Here follows description of the property, containing twelve acres and fourteen hundredths of an acre, being the same property described in the mortgage to William Chester, *Appendix V.* park; being the same premises that Dr. William Chester and Frances Mary, his wife, granted and conveyed to the said George W. Doane, by deed, bearing date the twentieth day of April, one thousand eight hundred and forty-six, and to be recorded together, &c.

Recorded March 42th, A. D., 1847.

JAMES ROGERS, Cl'k.

STATE OF NEW JERSEY, } ss.
Burlington county. }

I, Joseph F. Burr, Clerk of the Court of Common Pleas, of the county of Burlington, do hereby certify that the foregoing is a true, full and correct copy of the record of the mortgage between the parties therein mentioned, as full and entire as the same remains of record in my office, in book R. of mortgages, page 23, &c.

In testimony whereof I have set my hand and seal
[L. S.] of said court hereto, this ninth day of September,
A. D., eighteen hundred and fifty-three.

JOSEPH F. BURR, Cl'k.

N 1.

GEORGE W. DOANE }
to
JOSEPH DEACON. }

Abstract of a mortgage from the Right Reverend George Washington Doane, of the city and county of Burlington, in the state of New Jersey, D. D., L. L. D., and Eliza G., his wife, to Joseph Deacon, of the township of Northampton, county and state aforesaid, farmer, dated the fifteenth day of March, in the year of our Lord one thousand eight hundred and forty-seven, to secure the payment of eight thousand dollars, lawful money of the United States of America, in one year from the date thereof, with interest, at the rate of six per cent. per annum, payable semi-annually: all those four certain lots, pieces or parcels of ground, adjoining and contiguous to each other *city* in the city of Burlington aforesaid, with all and singular the buildings thereon, known as St. Mary's Hall, and others adjoining thereto, and in one boundary the whole are thus described: on the north by low water mark in the river Delaware, on the east by Ellis street, on the south by Pearl street, and on the west by land conveyed by Elihu Chauncey, Esquire, to the said George Washington Doane, being the same four lots, pieces or parcels of ground, that Garret D. Wall, Henry C. Carey and William J. Watson, Esquires, granted and conveyed to the said George Washington Doane, in fee, by indenture, bearing date the twelfth day of March, in the year of our Lord one thousand eight hundred and forty-seven, and intended to be forthwith recorded in the clerk's office of the said county of Burlington, together &c.

Recorded April 7th, A. D. 1847.

JAMES ROGERS, Cl'k.

N 2.

GEORGE W. DOANE AND WIFE, *to* JOSEPH DEACON. } $5,000.

Abstract of a mortgage from George Washington Doane and Eliza G. Doane, his wife, of the city of Burlington, county of Burlington and state of New Jersey, to Joseph Deacon, of the township of Northampton, county and state aforesaid, dated the second day of April, in the year of our Lord one thousand eight hundred and thirty-eight, to secure the payment of five thousand dollars, good and lawful money of the United States, in one year from the date hereof, with lawful interest for the same from this date, all that certain messuage or tenement, with the out-buildings and lot or piece of ground thereunto belonging, situate and lying on the Green Bank, in the city of Burlington and state of New Jersey aforesaid, bounded and described as follows, to wit: Beginning on the north side of Pearl street, at a corner of land late belonging to George Dylwinn; thence by the said Pearl street about seventy-five degrees two chains and sixteen links, to the corner of a certain two acre lot formerly of James Verre; thence further the same course fifty-eight feet to the southwestwardly corner of land formerly belonging to John Byrne; thence along an old line about north by west about eleven chains and sixteen links to low water mark of the river Delaware; thence up the said river about three chains and four links to the lot formerly of George Dylwinn; thence in the line thereof about south by east to Pearl street, at the place of beginning; containing two acres and three-quarters, more or less, besides and including the water lots and the flats fronting the same. And also all that lot or piece of ground situate in the city of Burlington aforesaid, bounded as follows: Beginning at a stone for a corner on the north side of Pearl street, seventy-five links to the westward of the southeast corner of a lot formerly the property of Elias Stricker, and four feet and a half to the westward of the trunks of the second row of apple trees, counting westward from the east side of the lot formerly of Sarah Lee; then from that said stone running along Pearl street south seventy two degrees west two chains and eleven links to the corner of the lot sold by the executors of James Verre the elder to George Eyre and Isaac Cannons; then along a line of the same about north twelve degrees and fifteen minutes west ten chains and ninety-three links to the river Delaware at low water mark; then bounded up the said river about one chain and seventy links until a course near about south fourteen and a quarter degrees, just clearing the southwest corner of the house in which the said Sarah Lee for-

merly lived, and running four and a half feet from the trunks of the said row of apple trees, distance ten chains and eighty-five links, will strike the beginning corner; containing two acres and ten perches, or thereabouts. And also all that lot and piece of ground, and tenement thereon erected, situate in the said city of Burlington, bounded on the north by low water mark on the river Delaware, east by ground belonging to the estate of John A. Barbarouse, lately deceased, south by Pearl street, and west by a small lot formerly of Franklin E. Craft, which three above described lots or piece of land and premises are the same which the said George W. Doane purchased of Elihu Cauncey, Esq., by deed of bargain and sale, bearing date the second day of April, in the year of our Lord one thousand eight hundred and thirty-six, and recorded in the Clerk's office of the county of Burlington, at Mount Holly, in book O 3 of deeds, page 215, &c. Reference thereunto being had, the same, together with the antecedent title, will more fully and at large appear. Together, &c.

Recorded August 27, A. D. 1838.

JOHN R. SLACK, *Cl'k.*

STATE OF NEW JERSEY, } *ss.*
Burlington county, }

I, Joseph F. Burr, Clerk of the Court of Common Pleas of the county of Burlington, do hereby certify that the foregoing is a true, full and correct copy of the record of the mortgage between the parties therein mentioned, as full and entire as the same remains of record in my office in book M of mortgages, page 404, &c.

In testimony whereof, I have set my hand and seal of
[L. S.] said Court hereto, this ninth day of September, A. D. eighteen hundred and fifty-three.

JOSEPH F. BURR, *Cl'k.*

O.

REV. GEORGE W. DOANE }
to
ISAAC B. PARKER. }

Abstract of a mortgage from the Right Reverend Goorge W. Doane, of the city and county of Burlington, in the State of New Jersey, D. D., L. L. D., and Eliza G. his wife, to Isaac B. Parker, of the said city of Burlington, gentleman, Jeremiah C. Garthwaite, of the city of Newark, gentleman. William Wright, of the city of Newark, gentleman, Nathan B. Thorp, of Rahway, merchant, Samuel Meeker, of the city of Newark, gentleman, and

Richard S. Field, of Princeton, counsellor at law, all of the State of New Jersey, dated the fifteenth day of April, in the year of our Lord one thousand eight hundred and forty-seven, to secure the payment of the following sums: Whereas, the said George W. Doane in and by six obligations or writings obligatory, under his hand and seal, duly executed and bearing even date herewith, stands bound unto the respective parties of the second part as follows: No. 1. To Isaac B. Parker in the sum of ten thousand dollars, lawful money of the United States of America, conditioned for the payment of five thousand dollars in ten semi-annual payments of five hundred dollars each, with interest at the rate of six per cent. per annum, payable semi-annually; the first semi-annual payment to be made on the fifteenth day of November next ensuing the date hereof. No. 2. To William Wright in the sum of six thousand dollars, conditioned for the payment of three thousand dollars in like manner as above. No. 3. To Jeremiah Garthwaite in the sum of six thousand dollars, conditioned for the payment of three thousand dollars in like manner as above. No. 4. To Nathan B. Thorp in the sum of three thousand dollars, conditioned for the payment of one thousand five hundred dollars in like manner as above. No. 5. To Samuel Meeker in the sum of one thousand dollars, conditioned for the payment of five hundred dollars in like manner as above. No. 6. To Richard S. Field in the sum of one thousand dollars, lawful money as aforesaid, conditioned for the payment of five hundred dollars in like manner as aforesaid; provided nevertheless, that if any of the aforesaid half yearly payments of principal or interest should remain unpaid for three months after being due, and payment demanded, then it is expressly stipulated and agreed that the whole amount of principal of the respective obligations, and the interest due thereon, shall be due and payable on demand, without any fraud or further delay, as in and by the recited obligations and conditions thereof, relation being thereunto had may more fully and at large appear. All those four adjoining lots, pieces or parcels of ground, with the buildings thereon, known as St. Mary's Hall, and other the houses, school-houses and other buildings thereon, situate in the city of Burlington and state of New Jersey, containing in front or breadth on the river Delaware about two hundred feet, and extending in depth southwardly to Pearl street. The aforesaid lots, in one boundary, being as aforesaid, and bounded on the north by low water mark in the river Delaware, east by Ellis street, south by Pearl street, and west by the lot of ground conveyed by Elihu Chauncey to the said George W. Doane, being the same four lots of ground and premises that Garret D. Wall, Esq., Henry C. Carey and William J. Watson granted and conveyed to the said George W. Doane, in fee, by indenture,

bearing date the twelfth day of March, in the year of our Lord one thousand eight hundred and forty-seven, and duly recorded in the clerk's office of the said county of Burlington, at Mount Holly, together, &c.

Recorded April 17th, A. D., 1847.

JAMES ROGERS, Clerk.

P.

Transferred to post *T., quod vide.*

Q.

George W. Doane,
to
Isaac B. Parker, Thomas Milnor,
and
J. C. Garthwaite, and others.

This indenture, made the tenth day of the month of June, in the year of our Lord one thousand eight hundred and forty-eight, between the Right Reverend George W. Doane, D. D., LL. D., of the city and county of Burlington, in the state of New Jersey, and Eliza G., his wife, parties of the first part; and Isaac B. Parker, of the said city of Burlington, gentleman; Thomas Milnor, of the same place, coal merchant; Richard S. Field, of Princeton, counsellor at law; Jeremiah Garthwaite, of the city of Newark, merchant, and Nathan Thorp, of Rahway, of the county of Middlesex, and all of the state of New Jersey, parties of the second part, witnesseth, that the said George W. Doane, and Eliza, his wife, for and in consideration of the sum of one dollar, lawful money of the United States of America, unto them in hand well and truly paid, by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, enfeoff, conveyed and confirmed, unto the said parties of the second part, and to their heirs and assigns, all those four lots, pieces or parcels of land, situate in the city of Burlington, in the county of Burlington, and state of New Jersey.

[Here follows the description of—1st. St. Mary's Hall, School Houses, Chapel and other buildings. 2d. The lot of twelve acres,

sixty-four hundredths, (supposed to be his residence at Riverside.) 3d. Two meadow lots, one of four acres, the other of two acres.]

In trust, nevertheless, that they, the said parties of the first part, and the survivors and survivors of them, and the heirs and assigns of such survivor, shall hold the same to and for the use of the following named persons, who have loaned to the said George W. Doane, the sum of fifty thousand dollars, as by certificates of loan issued and bearing even date herewith, as follows: to Lawson Carter, five thousand dollars; Joseph Deacon, three thousand dollars; Michael Hays, three thousand dollars; Isaac B. Parker, two thousand dollars; Thomas B. Woolman, two thousand dollars; William Wright, two thousand dollars; Nathan Thorp, one thousand five hundred dollars; Thomas Dugdale, one thousand dollars; Franklin Woolman, one thousand dollars, in four certificates of two hundred and fifty dollars each; Taylor and Dugdale, one thousand dollars; Thomas Dutton, one thousand dollars, Sarah C. Robardet, one thousand dollars; William H. Carse, one thousand dollars; Henry C. Carey, one thousand dollars; Charles Bispham, one thousand dollars; Abraham Brown, one thousand dollars; Elias D. B. Ogden, one thousand dollars; John J. Chetwood, one thousand dollars; Joel W. Condit, one thousand dollars; Samuel Meeker, one thousand dollars; Jeremiah C. Carthwaite, one thousand dollars; Christianna Lippincott, one thousand dollars; George P. McCullock, three hundred and fifty dollars; Edward Morris, five hundred dollars; Thomas Miller, five hundred dollars; George Gaskill, five hundred dollars; Edward B. Grubb, one thousand dollars; Samuel Rogers, five hundred dollars; William A. Rogers, five hundred dollars; Wardrop J. Hall, five hundred dollars; Isaac Alfred Shreve, five hundred dollars; David Harmer, five hundred dollars; William McIlvaine, five hundred dollars; Albert Havens, five hundred dollars; Edward Harris, five hundred dollars; John Dobbins, five hundred dollars; John Black, five hundred dollars; John Irick, five hundred dollars; Hiram Hutchinson, five hundred dollars; Ralph Marsh, five hundred dollars; James M. Quimby, five hundred dollars; William J. Watson, five hundred dollars; David Babbitt, M. D., one thousand dollars, in two certificates of five hundred dollars each; Rev. James A. Williams, one thousand dollars, in two certificates of five hundred dollars each; Alfred A. Sloan, three hundred dollars; John G. Clark, three hundred dollars; Henry A. Ford, three hundred dollars; George P. Mitchell, three hundred dollars; Thomas Hopkins and son, three hundred dollars; William C. Meyers, three hundred dollars; Jonathan J. Spencer, M. D., two hundred and fifty dollars; Frederick Schuchard, two hundred and fifty dollars; Jacob Mitchell, two hundred dollars; Daniel Bennitt, two hundred dollars; Barak T. Nichols, two hundred and

fifty dollars; William S. Faitoute, two hundred and fifty dollars; Charles H. Fenimore, three hundred and fifty dollars; William Stone three hundred dollars, and Francis Roth, three hundred dollars, together with interest, at the rate of six per cent. per annum on said sums, payable at the Mechanics Bank of Burlington, on the tenth day of November, and the tenth day of May, in each year, and one twentieth part of the principal sum, to be also payable at the same place, on the tenth day of May, in the year of our Lord one thousand eight hundred and fifty, and a like portion on each succeeding tenth day of November and tenth day of May, until the whole is paid, as in and by the said recited certificates appears; provided always, nevertheless, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the holders of the said certificates, their respective heirs, executors, administrators or assigns, the amount of the respective certificates, as hereinbefore mentioned, on the days and times hereinbefore mentioned, and appointed for the payment of the same, together with interest, at the rate of six per cent., and without deduction, defalcation or abatement, to be made of any thing for or in respect of any taxes, charges, assess whatsoever, that then and from thenceforth, as well this present indenture and the estate hereby granted, as the said recited certificate of loan, shall cease, determine and become void, anything hereinbefore contained, to the contrary thereof in anywise notwithstanding. In witness whereof the said parties of the first part have hereunto set their hands and seals, dated the day and year first written.

G. W. DOANE, [L. S.]
ELIZA G. DOANE, [L. S.]

Signed, sealed and delivered, in the presence of. [The words (in four certificates of two hundred and fifty dollars each) interlined once in 24th line of 3d page, and (three) and fifty in 35th line of same page, interlined once, and the word (seven,) being the first word of same line erased, and fifty dollars in 14th line of this page, erased before signing.]

JAMES W. BRADDIN,
FRANKLIN WOOLMAN.

Acknowledged 20th June, 1848. Recorded June 21, A. D., 1848.

JAMES ROGERS, Clerk.

R 1.

New Jersey, *ss.*

Joseph Deacon, of the county of Burlington, aged seventy-seven years, alleging himself conscientiously scrupulous of taking an oath, and being duly affirmed according to law, doth declare and say, that he has been in the practice of endorsing notes for George W. Doane, Bishop of New Jersey, for a period of twelve or thirteen years, and this affirmant never asked said George W. Doane to pay him anything for said endorsements. After this affirmant had endorsed said Doane's notes for several years, he became tired of endorsing for him, and told him that he preferred lending him some money, if he would give this affirmant security; and accordingly, on or about the fifteenth day of March, in the year of our Lord one thousand eight hundred and forty-seven, he, this affirmant, loaned to said George W. Doane, the sum of eight thousand dollars, on his bond and mortgage. But notwithstanding this loan, the said George W. Doane still importuned him to endorse more notes for him, informing said affirmant that his schools increased so much he was obliged to enlarge his school rooms. This affirmant replied that his schools were large enough, and that he could make as much with the schools he had, as if they were larger; but he still insisted upon this affirmant's endorsing his notes, and he repeatedly assured this affirmant that he should never lose one cent by him. These assurances were not only made verbally, but in writing. In a letter, without date, (as almost every letter written by said George W. Doane to this affirmant was without date) but which letter was received by this affirmant about the eleventh of January, in the year of our Lord one thousand eight hundred and forty-nine, the said George W. Doane says, "you will not lose one cent;" and in another letter to this affirmant, the said George W. Doane said, "you may rest assured that you shall suffer no loss through me." In another letter, directed to Mr. Germain, and handed by said Germain to this affirmant, the said George W. Doane says, "my dear Mr. Germain. say to Mr. Deacon for me, he shall not lose one single dollar." After I had indorsed a long time for him, he offered me a check for twenty-five or fifty dollars; I told him I did not want it, all I wanted was security. He insisted on my taking the check, and put it into my vest pocket. Sometimes he would send me notes for one thousand dollars, to be indorsed by me, and sometimes he would send a check as a present along with them, and sometimes he would come out to my house himself, and get me to indorse them. In the year eighteen hundred and forty-seven and eighteen hundred and forty-eight, he did not pay his notes in full; they were renewed, and only a small sum paid on them. In May,

eighteen hundred and forty-eight, I thought I knew what amount of notes I had indorsed for him, but for fear I was mistaken, I asked said George W. Doane if he knew what amount of notes of his I was indorser on. He said he did. I then told him I wished he would give me the exact amount, and he said he would, and he did within a few days thereafter, bringing me a piece of paper having on it in figures, the sum of $11,500, and said that was the amount that I was indorser on his paper. This affirmant then said he thought he was indorser on his said Doane's notes for twelve or thirteen thousand dollars, but Bishop Doane then said that eleven thousand five hundred dollars was all that I was indorser on, at that time. Affirmant then told Bishop Doane that he would never indorse another note for him, except for renewals of notes of said Bishop Doane, which he, this affirmant, had indorsed theretofore. Bishop Doane then replied that he wanted no others, but for renewals. Sometime in October, eighteen hundred and forty-eight, or January, eighteen hundred and forty-nine, according to the best recollection of this affirmant, Bishop Doane sent his hired man with two or three notes for this affirmant to indorse, and this affirmant sent them back without indorsing them. Bishop Doane sent the notes back to me the next day, with a letter addressed to me; in which letter, among other things, he makes use of the following language. "The note at Camden *was* renewed, although the President thought it would not be. It was a favor to me. The note which G. P. Mitchell had, was one obtained for renewal, but the cash paid instead. I have had no note from you for a long time, except for renewals, and want none." He further says in said letter that "there are certain notes falling due; they can be renewed with your name. In due time they will be paid. You will not lose one cent. Will you aid or will you not? If you will not, I cannot help it. Every note renewed will be given you." He further says in said letter, "all the checks will be made good as soon as possible, very truly, your friend." And this affirmant further says, that notwithstanding the promises thus made by Bishop Doane to this affirmant, he did not return to this affirmant all the old notes, but the same were all protested, and this affirmant was called on to pay them, and has paid the greatest part of them, and has been prosecuted, and judgment obtained against this affirmant for the residue. And this affirmant further says, that under pretence of using the notes indorsed by this affirmant only for the purpose of renewing other notes, previously endorsed by this affirmant, the said George W. Doane induced this affirmant to endorse notes to the amount of eleven or twelve thousand dollars more than he otherwise would have indorsed for said George W. Doane; and that after he obtained said indorsements, he applied them to other purposes than the renewal of notes previously

indorsed by this affirmant, and which said notes so indorsed have been protested for non-payment, and this affirmant thereby made liable for the payment thereof; and the liability of this affirmant for the debts of said George W. Doane, thus doubled without his consent, and in violation of Bishop Doane's promise; and that the said Bishop Doane thus fraudulently incurred a debt to this affirmant, of eleven thousand five hundred dollars, at least.

And this affirmant further says, that the said Bishop Doane sent Reuben J. Germain to this affirmant, with a note of one thousand dollars, and requested this affirmant to indorse it, for the purpose of renewing a note for the same amount indorsed by this affirmant, which had been discounted at the Camden bank; and that this affirmant indorsed said note, for the purpose of renewing said note in the Camden bank, and for that purpose only. And this affirmant further says, that the said last mentioned indorsement thus obtained, was not applied to the renewal of the note in said Camden bank, but was passed to Thomas Dugdale, and the note in the said Camden bank, for the renewal of which the said indorsement was given, was suffered to be protested, and this affirmant was called upon to pay the same; and the statement made by Bishop Doane, in his letter to this affirmant, "that the note at the Camden bank was renewed," was false.

And this affirmant further says, that there were two notes of the said Bishop Doane indorsed by this affirmant, held by or discounted at the Burlington bank, one for the sum of seven hundred dollars, and the other for the sum of seven hundred and fifty dollars; and the said Bishop Doane induced and procured this affirmant to indorse two other notes of like amount, under pretence that he wanted the said last mentioned indorsements to renew said notes; and that after he had thus obtained the two last mentioned indorsements, he applied said notes so indorsed to other purposes, and one of said notes this affirmant believes he passed to Franklin Woolman.

And this affirmant further says, that another indorsement procured by said Bishop Doane, under pretence that it was to renew a note of said George W. Doane, previously indorsed by this affirmant, was also applied to a purpose entirely different from that for which alone it was endorsed by this affirmant, and was, without his consent, passed away to one George P. Mitchell; and the fact is admitted in the letter of Bishop Doane to this affirmant, wherein he says, "this note which G. P. Mitchell had, was one obtained for renewal, but the cash paid instead." And this deponent further says, that the pretended excuse which Bishop Doane renders for this gross violation of his promises, viz: "the cash was paid instead," this affirmant believes to be wholly untrue.

And this affirmant further says, that on the twentieth day of

December, in the year of our Lord one thousand eight hundred and forty-eight, George W. Doane wrote a letter to this affirmant in the following words, to wit:

RIVERSIDE, 20th Dec, 1848.

DEAR SIR:—Two notes of $500 each, with your name, done at Medford, can be continued in one of $1,000. Mr. Germain will explain the case to you.

Your faithful friend,
G. W. DOANE."

And that the said letter was delivered to this affirmant by Reuben J. Germain, and the said Reuben J. Germain also produced at the same time, a note drawn by said George W. Doane, payable to said Reuben J. Germain, for the sum of one thousand dollars, and indorsed by the said Reuben J. Germain, and bearing date on or about the twentieth day of December, in the year aforesaid, and requested him to indorse the said promissory note of one thousand dollars, for the purpose of renewing the said two notes of George W. Doane for five hundred dollars each, discounted at the Medford bank, referred to in the letter of said George W. Doane: and this affirmant further says, that he had been, previously to the receipt of said letter of said George W. Doane, in the practice of indorsing notes of said George W. Doane, payable to Reuben J. Germain; and that some of the said notes had been discounted in the said Medford bank. And this affirmant further says, that placing implicit confidence in the declaration of the said George W. Doane, contained in his said letter, and also upon the character of the said George W. Doane, as a minister of the gospel, and a Bishop of the Episcopal Church, he indorsed the said promissory note of the said George W. Doane, for the sum of one thousand dollars, as aforesaid, for the sole and only purpose of enabling the said George W. Doane to renew and take up two notes of the said George W. Doane, for five hundred dollars each, which had been discounted in the Medford bank, and on which the said George W. Doane, by his said letter, and the said Reuben J. Germain, his said agent, had represented that the said Joseph Deacon was endorser. And this affirmant further says, that after the said George W. Doane had thus, by this false pretence, obtained the indorsement of the said affirmant, to the said note of one thousand dollars, he applied the said note towards the payment of one note of five hundred dollars, which had been discounted in the said Medford bank, and on which said note this affirmant was not an indorser, but which was indorsed by Thomas Dugdale; and also, to another note of five hundred dollars, on which this affirmant was an indorser, whereby this affirmant was made liable to pay the sum of five hundred dollars more, by reason of his said in-

dorsement of the said note of one thousand dollars, procured from him as aforesaid, than he was or could have been liable for if he had not indorsed said note of one thousand dollars. And this affirmant further says, that when the said note of one thousand dollars, so indorsed by this affirmant, as aforesaid, became due, the same was protested for non-payment, and this affirmant was called on to pay said note; and this affirmant was obliged to compromise with the holder of said note, and did compromise, by paying to the holder of said note of one thousand dollars, the sum of seven hundred dollars, on account of said note of the said George W. Doane, by reason of which said false pretence and fraudulent declaration, so contained in his said above recited letter, the said George W. Doane fraudulently incurred a debt or obligation to this affirmant, of the sum of five hundred dollars, together with the interest thereon.

And this affirmant further says, that the said George W. Doane, being indebted to William Page, in the sum of five hundred dollars, for money borrowed of said William, on his own personal responsibility, without the security or liability in any way of this affirmant; and the said William Page demanding payment of the same, and the said George W. Doane being unable to pay the same, told said William Page that he would give him his note, with a good indorser, for the money, and then sent his note for five hundred dollars to this affirmant, and requested him to indorse it for the purpose, as he pretended, of renewing another note of five hundred dollars, which was about to become due, on which this affirmant was an indorser; and after the said Bishop had, by this false pretence, procured the said indorsement of this affirmant, on his said note of five hundred dollars, he, the said Bishop, passed away the said note so indorsed, to William Page, in payment of his said debt to said William Page, and for which said affirmant was in no way liable, and when he was not an indorser on any note of said George W. Doane, previously held by said William Page. And this affirmant further says, that the said note of five hundred dollars, thus indorsed by this affirmant, and thus passed to the said William Page, was subsequently protested, and this affirmant was called upon to pay the same, but this affirmant refused so to do, alleging that the said endorsement had been obtained from him improperly, and under an assurance that it was to be used only for a renewal; and the said William Page subsequently agreed to compromise the question of liability of said affirmant on said note, and release him from his said indorsement, on the payment of two hundred and fifty dollars. And by means of which acts and pretences of the said George W. Doane, he fraudulently contracted a further debt and incurred a further obligation to this affirmant, of the sum of two hundred and fifty dollars.

And this affirmant further says, that Jeremiah C. Garthwaite and the Rev. Mr. Ogilby, sometime in the latter part of May or the first of June, in the year of our Lord one thousand eight hundred and forty-eight, came to this affirmant and requested me to subscribe to a loan of fifty thousand dollars. They said this affirmant must subscribe three thousand dollars. This affirmant asked them why they wanted him to subscribe three thousand dollars, when they went to Charles Bispham, Abraham Brown, and John Dobbins, and asked them to subscribe but five hundred or one thousand dollars. They replied, their reason was because the liabilities of this affirmant for the Bishop were so great, and that it was to enable him to pay the debts that this affirmant was liable for. Affirmant then said he did not consider the security good but he would consider on it. In a few days after this, Bishop Doane came to me with the subscription paper, and wanted me to sign it, and said that Michael Hays had subscribed three thousand dollars, and that I must subscribe the same. Affirmant replied that he had so much to pay in Philadelphia that he could not pay the cash. The Bishop then said, give your notes. Affirmant then signed five promissory notes, of six hundred dollars each, the first note payable in ninety days, with interest from date, and the other four payable at the expiration of each of the next four months respectively, with interest from date, and handed them to the Bishop, and told him he must not part with them, for I would settle them when they came due. The Bishop said he would not. When the first note became due, affirmant called on Bishop Doane for the purpose of settling it, and asked him if the note could be had. He said he thought so, when at the same time he had received the money for it, and had passed it away, and I had received notice for the payment of it, from Charles M. Harker, of Mount Holly. This affirmant, at the time he gave the said five notes of six hundred dollars each to Bishop Doane, had in his possession notes of Bishop Doane's, to the amount of several thousand dollars, which this affirmant had indorsed for him, and which notes had been protested, and this affirmant had been compelled to pay; and which last mentioned notes this affirmant intended to offset against his five notes of six hundred dollars each, which he delivered to said Bishop Doane, under the representation made to this affirmant by Jeremiah C. Garthwaite and the Rev. Mr. Ogilby, that the amount subscribed to said loan of $50,000, of which the said five notes of six hundred dollars each, formed a part, was intended to pay notes of George W. Doane, on which I was liable. But the said notes of six hundred dollars each, so delivered by me to said George W. Doane, were not appropriated to pay other notes on which I was liable, as endorser or otherwise; but in consequence of his passing them away for other purposes, or author-

izing his broker to sell them, in violation of his promise to keep them himself, this affirmant was cheated out of a thousand dollars, and the said George W. Doane fraudulently incurred a debt to the said affirmant of three thousand dollars.

And this affirmant further says, there were several other indorsements of notes that Bishop Doane obtained, that were without date, and this affirmant believes of the amount of one thousand dollars. These indorsements were obtained by Bishop Doane from this affirmant, under the pretext that they were to be used only for renewals, and that it would be more convenient for him to have the indorsement on notes in blank, or without date, so that he could fill up the dates at the times when the notes, which they were intended to renew, should fall due; and this affirmant, relying upon the promise of the said George W. Doane, and putting confidence in his false petexts, indorsed his said notes; and that the said George W. Doane, in fraud and violation of his said promises, used the said one thousand dollar notes thus obtained for other purposes than for renewal of notes, on which said Joseph Deacon was indorser, and which said notes were protested, and this affirmant has been compelled to pay the same, whereby the said George W. Doane has fraudulently contracted a further debt, and incurred an obligation to the additional amount of several thousand dollars.

And this affirmant further says, that in order to induce this affirmant to indorse his notes, Bishop Doane repeatedly wrote to him, this affirmant, that his, Bishop Doane's schools, were prosperous, and that this affirmant should not lose one cent, and repeatedly assured him verbally of the same thing. At last I told him that if he would give me a judgment bond for the amount of his indebtedness to me, I would not go before the grand jury to enter a complaint against him, and the Bishop said he would; this was on the first day of the Court at Mount Holly, in the term of May, in the year of our Lord one thousand eight hundred and fifty. I had previously, and in the preceding February term of the said Court, been before the grand jury and entered a complaint against Bishop Doane for obtaining money from me under false pretences; and on which complaint this affirmant has been informed and believes the grand jury of Burlington county agreed to find a bill of indictment, but which vote was reconsidered in the afternoon, and the complaint laid over until the ensuing May term. And after the said George W. Doane, on the said first day of the session of the Court at Mount Holly, had agreed to give this affirmant a bond with warrant of attorney, to confess judgment for the amount of his indebtedness to this affirmant, this affirmant spoke to Robert D. Spencer, Esquire, on the same day, and requested him to draw up said bond and warrant of attorney, which said

Robert D. Spencer did; and on Wednesday, the second day of said Court, this affirmant took the said bond and warrant of attorney and went to the city of Burlington, and to the Bishop's house, about one or two oclock in the afternoon, and found the Bishop, the Rev. Mr. Southard, Mr. Bradin, and another person, talking earnestly together, and affirmant told the Bishop he wanted to speak to him. "To me!" replied the Bishop, speaking short, and seeming to be in a passion; affirmant said yes, he did. Affirmant and the Bishop then went through the hall into the drawing-room; affirmant then said he had brought the judgment bond for him to sign, and took it out of his hat. The Bishop flew in a passion, and said, "For me to sign; I will do no such thing, for I have received a letter from Mr. Stratton, not ten minutes ago, saying you are going before the grand jury." The Bishop then shut up his fist and reached out his arm towards me, seemed to be in a passion, and said, "I'll kill you! I'll kill you!" he repeated it twice. This affirmant then said he had not been before the grand jury, nor had he been subpœned to go: and that this affirmant had promised him he would not go, and this affirmant did not then expect that he would be subpœned or sent for to go before the grand jury, but the affirmant was afterwards sent for by the grand jury and compelled me to go.

Burlington County, *ss.*

Personally appeared before me, John Folwell, one of the justices of the peace in and for the county of Burlington, Joseph Deacon, who being conscientiously scrupulous of taking an oath, being duly affirmed according to law, upon his affirmation saith, the above statement is true to the best of his knowledge and belief.

JOSEPH DEACON.

Affirmed and subscribed the 29th day of October, 1852, before me,

John Folwell, *Justice.*

R 2.

Copy of Letters to Joseph Deacon.

"Two notes with your endorsement can be renewed for the whole amount, and one for half; and I can pay them at their maturity. I leave them with Mr. Germain for your name.

Faithfully your friend,

G. W. DOANE."

Riverside.

My Dear Sir:

I am sorry you should permit yourself to write, as you did, to Mr. Germain; all that he has done, he has done for me, and he has done nothing wrong. Your language is unjust, and I am sure that you regret it before this.

The note at Camden was renewed, although the President thought it would not be. It was a favor to me.

The note which G. P. Mitchell had was one obtained for renewal, but the cash paid instead. I have had no notes from you for a long time but for renewal, and want no other.

What good would it do you, if you could, to injure our business, by hard speeches. We wish and mean to pay you. You had better help than hinder us.

There are certain notes falling due. They can be renewed with your name. In due time they will be paid. You will not lose one cent. Will you aid or will you not? If you will not, I cannot help it. Every note renewed shall be given to you.

There is a note due to pay at the Bank here, $750. They will renew it, or nearly* the same thing in regard to them. If you positively refuse, I shall have to let the matters be as they are.

All the checks will be made good as soon as possible.

Very truly your friend,

G. W. DOANE.

S.

Know all men by these presents, that we, George Washington Doane and Augusta C. Winslow, of the city and county of Burlington, in the state of New Jersey, are held and do stand indebted unto his Excellency William Pennington, Governor and Surrogate General of the state of New Jersey, in the sum of two thousand dollars, lawful money of said state, to be paid to the said William Pennington, his successors or assigns; to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and every of them, jointly and severally, firmly by these presents.

Sealed with our seals and dated the twenty-seventh day of January, in the year of our Lord one thousand eight hundred and forty-one.

Whereas, at an Orphans' Court, held on the sixth day of November last, at Mount Holly, in and for the county of Burlington, the above bound George Washington Doane was by the Court appointed guardian of the person and estate of George

* The letter torn so that three or four words are illegible.

Doane Winslow, a minor, under the age of fourteen years, child of Benjamin D. Winslow, upon the said George Washington Doane entering into the usual bond to the Ordinary in the sum of two thousand dollars, with Augusta C. Winslow, of the city and county of Burlington and State of New Jersey, as surety.

Now the condition of the above obligation is such, that if the above bound George W. Doane shall faithfully execute his office as guardian of the person and estate of the said George Doane Winslow, then this obligation to be void, or else to be and remain in full force and virtue.

G. W. DOANE. [L. S.]
AUGUSTA C. WINSLOW. [L. S.]

Signed, sealed and delivered in the presence of
CHARLES KINSEY.

I, John F. Moore, Surrogate of the county of Burlington, do certify the foregoing to be a true copy of the guardian bond of George Washington Doane, guardian of George Doane Winslow, minor, with the security annexed, as filed in the Surrogate's office of the county of Burlington, November sixth, A. D. eighteen hundred and forty.

[L. S.] Witness my hand and seal of office, the eighth day of September, in the year of our Lord one thousand eight hundred and fifty-three.

JOHN F. MOORE.

T.

BURLINGTON CIRCUIT COURT.

MICHAEL HAYS, v. REUBEN J. GERMAIN. } *In case. On judgment, &c.*

Examination of the above named defendant, taken before me at my office, in the city of Trenton, on the twenty-first day of January, A. D., eighteen hundred and fifty-three, in pursuance of an order for that purpose, made by Hon. Stacy G. Potts, Judge of said court. Taken in the presence of William Halsted, Esq., attorney for plaintiff, and of the plaintiff himself, and John L. N. Stratton, Esq., of counsel, with the defendant, Reuben J. Germain.

J. WILSON, *Commissioner for taking bail, &c., in Supreme Court of New Jersey.*

Reuben J. Germain, the above named defendant, being by me duly sworn according to law, on his oath saith. My father and

I together owned a farm, before the purchase of the farm just mentioned above. That is, we owned it in the same way we owned this one. We were to pay five thousand dollars for that, and did pay five thousand dollars eventually. We sold that. It was in the winter of the year eighteen hundred and forty-eight, I think. It might have been at the close of the year eighteen hundred and forty-seven. The papers were not executed till March the second, eighteen hundred and forty-eight. We got ten thousand dollars for that. The consideration money was paid into my hands. That money was loaned to Bishop Doane. It remained in my hands for a few weeks, till the time should come for it to be used, and while it was in my hands, I loaned it to Bishop Doane. That money which I loaned to Bishop Doane has not been repaid to me. Two thousand dollars of it was repaid to my father on the second day of March, A. D., eighteen hundred and forty-eight. There still remains due from Bishop Doane, four thousand nine hundred and fifteen dollars and eight cents. Tha is the sum due on the obligation. There is none of that sum due to me. That obligation is now held by the assignees. I think I placed that obligation in the hands of the assignees. It was payable to me. That obligation was given at the time I lent him the money. The amount due on the obligation at the time it was placed in the hands of the assignees, as far as I now know, was five thousand nine hundred and seventy dollars and fifty-four cents. I received two dividends upon it from the assignees, which reduced the amount to four thousand nine hundred and fifteen dollars and eight cents, the amount mentioned. Bishop Doane is now indebted to me besides that amount. He owes me in addition to that, something like two thousand dollars, altogether. It has been contracted at various periods during the last ten or twelve years. This additional sum of two thousand dollars was due at the time of Bishop Doane's assignment.

U.

Rev. George W. Doane
to
Rev. William Chester.

Abstract of a mortgage from the Right Reverend George Washington Doane, D. D., L. L. D., of the city of Burlington, in the state of New Jersey, and Eliza G. his wife, to the Reverend William Chester, of the said city of Burlington, Doctor of Divinity, dated the twenty-sixth day of May, in the year of our Lord one thousand eight hundred and forty-six, (1846) to secure the

payment of two thousand five hundred dollars, lawful money of the United States of America, as follows: Eight hundred and fifty dollars on the first day of June, A. D. one thousand eight hundred and forty-seven; eight hundred and fifty dollars on the first day of June, A. D. one thousand eight hundred and forty-eight; and eight hundred dollars on the first day of June, A. D. one thousand eight hundred and forty-nine, with lawful interest from the first day of June next ensuing the date hereof, payable semi-annually on the first day of December and June of each year, all that certain lot, piece or parcel of land, situate on the southwardly side of Pearl street, to the westward of Ellis street, in the city of Burlington aforesaid, bounded as follows, viz.: beginning on the south side of Pearl street, at the east corner on said street, of a lot conveyed by the said Dr. William Chester to Dr. Cortlandt Van Renssalear, and runs thence, 1st, southwardly at right angles to said Pearl street three hundred and five feet to his corner; 2d, westwardly along his line parallel with Pearl street four hundred and sixty-seven feet ten inches to his corner in east line of Mrs. Rebecca Chester's lot; 3d, south thirteen degrees east eleven chains and six links to her corner in the northwardly edge of the Camden and Amboy Railroad; 4th, north seventy-two degrees and thirty minutes east along the said Railroad land five chains and sixty links to Joseph Askew's corner; 5th, north nineteen degrees east along the line of said lot and land held in trust by Frederick Brown, nine chains and fifty links to his corner; 6th, north thirteen degrees east four chains and nineteen links to another corner; 7th, north twelve degrees west four chains and fifty-seven links to another corner of said Brown's, in the edge of Pearl street aforesaid; 8th, westwardly along Pearl street three hundred and ninety feet to the place of beginning, containing twelve acres and sixty-four hundredths of an acre, be the same more or less; being the same premises that the said William Chester. D. D., and Francis Mary, his wife, granted and conveyed to the said Right Reverend George Washington Doane, D. D. and L. L. D., in fee, by indenture, bearing date the twentieth day of April, one thousand eight hundred and forty-six, and to be forthwith recorded, together &c.

Recorded June 30th, A. D., 1846.

JAMES ROGERS, Clk.

V.

REAL ESTATE LATE OF GEORGE W. DOANE.

No. 1. Lot of land and buildings thereon, known as St. Mary's Hall, bounded by Ellis street, Pearl street, the river, and Riverside,

conveyed to G. W. Doane by Garret D. Wall and others, March 12, 1847.

No. 2. Riverside, bounded by the river, St. Mary's Hall, Pearl street and Reed street.

No. 3. A farm containing twelve acres, more or less, lying between the College and the Railroad.

No. 4. A lot of pasture ground, near London Bridge Creek.

Nos. 5, 6 and 7. Three lots, fifty feet each, on Pearl street, in the rear of Burlington College.

STATE OF NEW JERSEY, } *ss.*
Burlington county, }

I, Joseph F. Burr, Clerk of the Court of Common Pleas and Circuit Court of the county of Burlington, do hereby certify that I have examined the records of my office, for mortgages and judgments, remaining uncancelled against George W. Doane, and find none except as follows:

MORTGAGES.

1847, March 15. To Joseph Deacon, on lot No. 1, for $8,000.00
1847, April 15. To Isaac B. Parker and *alii*, on the same, 13,500.00
1829, April 1. I also find a mortgage on said No. 1, by Samuel R. Gummere, a former owner, to Griffith Evans, for 8,000.00
1838, April 2. George W. Doane, to Joseph Deacon, on No. 2, for 5,000.00
1838, September 19. To Henry R. Cleveland, on No. 2, for 15,000.00
1846, May 26. To Rev. William Chester, on No. 3, for 2,500.00
1847, March 11. To Sarah C. Robardet, on No. 3, for 3,000.00
1841, May 15. To Mary Vandegrift, on No. 4, for 113.33
To Isaac B. Parker and *alii*, on all judgments *v.* George W. Doane, for 50,000.00
1849, August 21. Lawson Carter *vs.* George W. Doane and Reuben J. Germain, for 10,200.29
with costs of suit.

In the margin of this record is an entry by plaintiff's attorney, stating that Germain is released from this judgment. Dated June 20, 1851.

1852, Dec'r 28. Samuel C. Atkinson *v.* George W. Doane, for 242.16

In testimony whereof I have set my hand and seals of said Courts hereto, this tenth day of September, A. D. eighteen hundred and fifty-three.

[L. S.] [L. S.]

JOSEPH F. BURR, Clerk.

W.

EXTRACT FROM RECORD.

SUFFOLK, *ss.* SUPREME JUDICIAL COURT.

To the Honorable the Justices of the Supreme Judicial Court of the Commonwealth of Massachusetts, setting in Equity, within and for the county of Suffolk.

Humbly complaining show unto your orators, Thomas H. Perkins and William H. Gardiner, both of Boston, in the county of Suffolk, Esquires, that James Perkins, late of said Boston, merchant, deceased, on the fourth day of March, in the year of our Lord eighteen hundred and twenty-five, made his last will and testament, which, together with a certain other instrument, made by him as a codicil thereto, bearing date thirtieth day of January, eighteen hundred and twenty-eight, was duly proved, approved and allowed, as the last will and testament of the said James Perkins, by the Judge of Probate for the said county of Suffolk, on the twenty-first day of July, eighteen hundred and twenty-eight, and your orators offer to produce duly attested copies of the said will and codicil, and of the decree of Probate thereon, and craving leave to refer to the same, for greater certainty, they aver that the second item of said will is in the words following, that is to say: "Item second—I give to my wife Eliza Greene Perkins, the yearly sum of six thousand dollars, to be paid to her quarter yearly, commencing from my decease, and to continue during her natural life; and I do hereby authorize and direct my executors to retain in their hands, for the purpose of paying said annuity, so much of my estate, either in money or stocks, as being invested and managed in the manner hereinafter directed, will produce the yearly income of six thousand dollars, after paying all charges."

And your orators further allege, that the same testator, in and by his said will, nominated, constituted and appointed your orators, the said Thomas H. Perkins and William H. Gardiner, together with Samuel G. Perkins, late of Brookline, in the county of Norfolk, merchant, deceased, the executors of and trustees under the said last will and codicil, in all cases of trust thereby created; and your orators further say, that they, the said Thomas H. Perkins, Samuel G. Perkins and William H. Gardiner, did accept said trusts and were duly qualified to act as the executors of the said will and codicil, and afterwards duly settled their accounts in that capacity with the said Judge of Probate, and thereupon became and were duly appointed to act as trustees under the said will and codicil, and have from time to time duly accounted with the said Judge of Probate in that capacity, and from the time of the

Probate of said will until the decease of the said Samuel G. Perkins, in the year they continued to act either as executors or as trustees under said will, and from the decease of the said Samuel G., hitherto the said Thomas H. Perkins and William H. Gardiner have continued to act and are still acting in the performance of the duties as surviving trustees under the same. And your orators further show, that said Eliza Green Perkins, after the death of said testator, intermarried with the Rt. Rev. Geo. W. Doane, of Burlington, in the State of New Jersey, and that they are both still living at said Burlington.

And your orators further show, that said testator left at his decease the following named children of himself and his said wife, namely: Edward N. Perkins, of Roxbury, in the county of Norfolk, Charles Callahan Perkins, of said Boston, Sarah P. Cleveland, of said Boston, widow of Henry R. Cleveland, late of Cambridge, in the county of Middlesex, deceased, all of whom have attained the age of twenty-one years, and James H. Perkins, late of Boston, deceased, without issue, testate, having attained the age of twenty-one years and having appointed James K. Mills and John Parsons, of said Boston, Esquires, executors and trustees of his last will and testament duly proved and allowed, and whereof your orators offer to produce a duly attested copy, whereby the said Mills and Parsons having accepted the said trusts, and having been duly qualified to execute the same, became the successors and representatives of said James H. Perkins in respect to his reversionary rights in the trust fund held by your orators. And your orators further show, that they, the said Thomas H. Perkins, Samuel G. Perkins and William H. Gardiner, acting under and by virtue of the authority and discretion reposed in them by said will and codicil, and holding and managing all the property and funds which came to their hands until the setting apart of particular portions thereof, hereinafter mentioned, have constantly since the death of said testator and until the time of setting apart of the special funds, hereinafter mentioned, regularly paid to said Eliza Green Perkins, now E. G. Doane, personally or upon her separate order, the said annuity of six thousand dollars, by regular quarterly payments, as directed by said will, out of the income derived from said property as aforesaid.

And your orators further show, that the said Thomas H. Perkins, Samuel G. Perkins and William H. Gardiner, heretofore in the lifetime of the said Samuel G., by virtue of the authority and discretion reposed in them by said will and said codicil, heretofore on the 31st day of January, 1838, did set apart out of the estate and property of the testator, devised and bequeathed to them in trust, as aforesaid, such parts or portions thereof as in their judgment

were sufficient to secure the regular payment to the said Eliza Green Perkins, now E. G. Doane, during her life, the said annuity of six thousand dollars, in equal quarterly payments, and have since said time up to the time when the last quarterly payment thereof became due and payable, namely, the first day of October, now last past, regularly paid to her personally or upon her separate written order, the said annuity, in equal quarterly payments as aforesaid. And your orators well hoped that they would have been enabled to continue to pay the said annuity in manner aforesaid during the life of said Eliza Green Perkins, according to the provisions of said will, free from the control or interference of any person or persons whatever, and without embarrassment from the adverse claims of any other person or persons thereto, or to any part or portion thereof.

But now so it is, may it please your Honors, that the said George W. Doane, since his intermarriage with the said Eliza G. Perkins, has failed and become insolvent and unable to pay his just debts, and being so insolvent, one Michael Hays, of said Burlington, alleging himself to be a creditor of the said George W. Doane, claims to receive of your orators, as such surviving trustees under said will, the sum of one thousand dollars, which he alleges was due and payable to him on the first day of January now last past, and interest thereon; and the further sum of one thousand dollars annually, with interest, on each succeeding first day of January, for a series of years, out of the said annuity so payable to said Eliza G. Doane, by virtue of a certain assignment or agreement which the said Hays alleges to have been made between him and the said Eliza G. Doane, and of a certain power of attorney which he alleges to have been executed and delivered by said Eliza G. Doane to him the said Hays, the which said assignment or agreement is, as he alleges, in the words, or to the effect following:

"Articles of agreement had, made, concluded and agreed upon this twentieth day of August, in the year of our Lord one thousand eight hundred and forty-nine, between Mrs. Eliza G. Doane, of the city of Burlington, county of Burlington, and state of New Jersey, of the one part, and Michael Hays, of the township of Burlington, county and state aforesaid, of the other part: Witnesseth, that whereas the said Michael Hays has incurred extensive liabilities by means of numerous endorsements upon notes drawn by my husband, Rt. Rev. Geo. W. Doane, and suits of law have already been commenced against the said Hays to recover of him the amounts due on such notes; now, therefore, in consideration that the said Michael Hays shall effect a settlement with the note holders of the entire amount due on the notes aforesaid, upon such terms as can be agreed upon, and in such manner as that such settlement shall operate in the discontinuance of

the suits at law, as aforesaid, commenced against him; I, the said Eliza G. Doane, do agree therefore to transfer and set over to the said Michael Hays, on the tenth day of January next ensuing the date of this agreement, and upon that day in each and every year thereafter, until the sum hereinafter specified has been paid, all the right, title and interest I possess in one thousand dollars, together with the interest, hereinafter mentioned, part of the yearly income of which I am entitled under and by virtue of the provisions of the last will and testament of my late husband, James Perkins. The said one thousand dollars to be paid each and every year hereafter as aforesaid, until such sum has been paid as will, in the whole, amount to one half of such sum as the said Michael Hays shall be required to pay upon the terms of the settlement above alluded to, including the entire costs he shall be called upon to pay in obtaining the discontinuance of said suits, and in addition to the same, the interest, at six per cent. per annum, upon the balance of such moiety aforesaid, as remains each and every year after the payment of the said one thousand dollars; and the said Michael Hays does agree to use all due diligence, and make every reasonable effort in effecting said compromise or settlement above alluded to; provided always, nevertheless, that it is understood by and between the parties to this agreement, that the said Michael Hays is not obligated thereby to make settlement of any suit or suits, when the defence he may have to make rests wholly and entirely upon legal objections to the deficiency of notices served upon him, as indorser, but the said Michael Hays has full power to contest said suit or suits, if he shall deem it necessary and proper so to do.

And in order that the stipulations contained in this agreement may be the better carried out and completed, the said Eliza G. Doane does agree to give to the said Michael Hays, immediately upon the settlement of the suits aforesaid, a power of attorney, authorizing him to receive the said one thousand dollars yearly and every year, together with interest aforesaid, from the executors of the will of my late husband, James Perkins, in accordance with the terms of this agreement hereinbefore stated.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above mentioned.

(Signed,) ELIZA G. DOANE.
MICHAEL HAYS.

In presence of
JAMES W. WALL.

I do hereby consent that my wife, Eliza G. Doane, shall sign and execute the above agreement.

(Signed,) G. W. DOANE."

Witness present,
JAMES W. WALL.

And the said power of attorney is, as said Hays alleges, in the words or to the effect following, viz:

Whereas, by certain articles of agreement, made and concluded between myself, Eliza G. Doane, of the city of Burlington, county of Burlington and state of New Jersey, of the one part, and Michael Hays, of the township of Burlington, county and state aforesaid, of the other part, dated the twentieth day of August, in the year eighteen hundred and forty-nine, for a good and valuable consideration therein expressed, I did agree to transfer and set over to the said Michael Hays, on the tenth day of January, in the year eighteen hundred and fifty, and on each and every year thereafter, all the right, title and interest I possess in one thousand dollars, (together with the interest hereinafter mentioned,) part of the yearly income to which I am entitled in my sole and separate right, under and by virtue of the last will and testament of my late husband, James Perkins, of the city of Boston, and state of Massachusetts.

The said sum of one thousand dollars, and interest hereinafter mentioned, to be paid on said tenth day of January in each and every year thereafter, until such sum has been paid as the whole would amount to, one moiety of the sum which the said Michael Hays should be required to pay in effecting a settlement with creditors upon certain suits of law commenced against him, in addition to such interest and costs as said Hays should be called upon to pay in obtaining a settlement and discontinuance thereof; together with the interest, at six per cent. per annum, upon the balance of such moiety, as aforesaid, remaining, each and every year after the payment of the said one thousand dollars, with interest. And whereas, I did further agree, in order to carry out the stipulations contained in said agreement, to give to the said Michael Hays, immediately upon the settlement of the suits aforesaid, a power of attorney authorizing him to receive the said sum of one thousand dollars, with interest, on the tenth day of January, in the year of our Lord one thousand eight hundred and fifty, and a like sum in each and every year thereafter, together with the interest on the balance as aforesaid, in accordance with the agreement aforesaid, and subject to its limitations. And inasmuch as the said Michael Hays has this day presented to me satisfactory evidence that such settlement above alluded to has been effected; and that in effecting said settlement, he, the said Hays, has actually paid the sum of twenty thousand eight hundred and eighteen dollars.

Now, therefore, know all men by these presents, That I, Eliza G. Doane, of the city of Burlington, county of Burlington, and state of New Jersey, do hereby appoint the said Michael Hays my true and lawful attorney, in my name, and to his own proper

use and control, to receive from the surviving executors of the last will and testament of my late husband, James Perkins, on the tenth day of January, in the year eighteen hundred and fifty, one thousand dollars, with interest, and the like sum of one thousand dollars, with interest, on the same day each and every year thereafter, part of my said yearly income, until such sum has been received as in the whole will amount to the said sum of ten thousand four hundred and nine dollars, together with the interest, at six per cent., upon such balance as shall remain on each and every year after the payment of said one thousand dollars as aforesaid, and to do all lawful acts requisite for effecting the premises, and in case of the decease of the said Michael Hays, before the entire amount of ten thousand four hundred and nine dollars, above alluded to, has been paid, then I do hereby constitute and appoint the executor or executors, administrator or administrators of the said Michael Hays, my true and lawful attorney or attorneys, in my name, but for the use and benefit of the estate of the said Michael Hays, to ask, demand and receive of and from the surviving executors aforesaid the said sum of one thousand dollars, together with the interest, above alluded to, and upon receipt thereof by, or payment thereof to, my said attorney or attorneys, a general release or discharge for the same to make, execute and deliver. Hereby ratifying, confirming and allowing what my said attorney or attorneys shall do in the premises.

In testimony whereof, I have hereunto set my hand and affixed my seal, this thirteenth day of October, in the year one thousand eight hundred and forty-nine.

(Signed,) ELIZA G. DOANE.

Witness present,
SARAH P. CLEVELAND.

And the said Hays alleges that the sum of one thousand dollars, due to him, as he alleges, by virtue of the said instruments, on the tenth day of January, in the year eighteen hundred and fifty, was thereafter paid to him by the said George W. Doane, and that a like sum due to him, as he alleges, on the tenth day of January, eighteen hundred and fifty-one, with interest, according to the tenor of the said alleged instruments, as still due and unpaid; and on or about the first day of October, now last past, he demanded payment thereof from your orators, out of the quarterly payment of the said annuity then accruing to the said Eliza G. Doane, and still demands the same, and threatens to bring a suit at law against your orators to compel the payment thereof.

And your orators further show, that they are wholly ignorant whether any such assignment or power of attorney as above set forth, were, in fact, executed and delivered by said Eliza G.

Doane, and they pray that said Hays, if he relies thereon, may be held to produce and prove the execution of the same, provided they shall otherwise appear to your honors to be of any force or validity at law or in equity.

And your orators further show, that they have been informed, and believe, and therefore aver the fact to be, that if the said agreement and power of attorney were in fact executed and delivered by said Eliza G. Doane, (which your orators do not admit) the same were given for an usurious consideration, and for the purpose of securing to said Hays the repayment of money advanced to said George W. Doane, upon a contract or contracts, whereon there was taken and reserved, or agreed to be taken and reserved, a greater rate of interest upon all moneys advanced to said George W. Doane, or paid to his use by said Hays, or by lenders of the moneys upon discounted notes, than is allowed by law in the state of New Jersey, where said contracts were made: and your orators being so advised, insist that said loans and said agreements and power of attorney to secure the repayment thereof were, and thereby are wholly null and void in law and in equity, by the laws of the said state of New Jersey, and consequently by the laws of this commonwealth, and are of no force or effect, either as against your orators or said Eliza G. Doane, or as creating any lien upon or claim to said trust fund and annuity, or any part thereof capable of being enforced either at law or in equity.

And your orators being so advised, further insist and aver that said agreement and power of attorney do not create, constitute or secure any legal or valid claim, interest or lien, in or upon the said trust funds, and said annuity, or any portion thereof; and that the said trustees cannot be compelled to pay over the sums named in said agreement and power of attorney, or any of them, to said Hays, or any persons claiming under him, inasmuch as the said Eliza G. Doane, being a feme covert, could not lawfully make such contracts and deeds, nor otherwise assign by anticipation a portion of her said annuity, and that the same being made for the purpose of paying the debts of her husband, by his advice and direction, were contrary to the intent and legal effect of said will, and of no force or validity at law or in equity.

And your orators further show to this honorable court, that the last quarterly payment of said annuity, which became due and payable on the first day of October, now last past, being claimed of your orators by said Hays, under the said alleged agreement and power of attorney, was also claimed of your orators by said Edward N. Perkins, for the benefit of said Eliza G. Doane, or otherwise under a separate order in writing, signed by said Eliza G. Doane, in the words and figures following:

THOMAS H. PERKINS and W. H. GARDINER, ESQ'RS. } *Executors of the will of the late James Perkins, Esq.*

Pay to the order of G. W. Doane, fifteen hundred dollars, being a quarterly payment of my annuity under the said will, due this day.

ELIZA G. DOANE.

BURLINGTON, *October* 1, 1851.

Pay to the order of E. N. Perkins, Esq.

G. W. DOANE.

And your orators, in consequence of the adverse claims of said Hays and said Edward N. Perkins, and by reason of their doubts of the validity of said claims, respectfully declined making any payment to either of said claimants of the said sum of fifteen hundred dollars, or of any part thereof, which was due and payable to the said Eliza G. Doane, on and after the said first day of October, now last past, under and pursuant to the provisions of said will, and your orators still retain the said sum in their hands, subject to the directions of this honorable court, concerning the duty of your orators in the premises.

T. H. PERKINS,
W. H. GARDINER.
By W. H. Gardiner.

C. G. RIPLEY, *Solicitor.*
Filed Jan. 5, 1852.

Attest: G. C. WILDE, Clerk.

COMMONWEALTH OF MASSACHUSETTS.

CLERK'S OFFICE, Supreme Judicial Court.

SUFFOLK, *ss.*

I, George C. Wilde, Clerk of the Supreme Judicial Court, within and for said county of Suffolk, hereby certify that the foregoing is a true copy of the bill in equity, Thomas H. Perkins, *and al.*, trustees, complainants, against Michael Hays, *and al.*, respondents, and of the filing thereon as on file in this office.

In witness whereof, I have hereto set my hand and affixed the seal of said court, this twenty-eighth day of September, A. D., eighteen hundred and fifty-two.

[L. s.]

GEORGE C. WILDE, Clerk.

SUPREME JUDICIAL COURT.

SUFFOLK, *ss.* In Equity.

THOMAS H. PERKINS, et al.
v.
MICHAEL HAYS, et als.

The answer of Michael Hays, one of the defendants to the

bill of complaint of Thomas H. Perkins and William H. Gardiner, surviving executors and trustees under the will of James Perkins, deceased, complainants.

And this defendant in further answering admits, that said George W. Doane has since his intermarriage with said Eliza, become embarrassed in his circumstances and has failed, and this defendant alleges, that at the time of said failure said George W. Doane was and still is largely indebted to this defendant for moneys advanced or liabilities assumed for said Doane by this defendant; that in consequence of said indebtedness, and to arrange and settle the same to the best advantage, the said Eliza did, with the consent, in writing, of her husband, the said George W. Doane, make and execute an agreement with this defendant, at the time and to the effect set forth in said bill of complaint, and subsequently and in pursuance of said agreement the said Eliza did, with like consent, in writing, make and execute to this defendant a certain instrument or power of attorney, of the date, tenor and effect as set forth in said bill, but for greater certainty this defendant begs leave to refer to the original agreement and power of attorney executed by said Eliza, now in this defendant's possession, ready to be produced as this Honorable Court shall direct.

And this defendant in further answering admits, that in accordance with said power of attorney, and under the authority thereby vested in him, he did, at some time before the first of October last, make known to said trustees that he was entitled to receive from the annuity of said Eliza G. Doane, upon the tenth of January, eighteen hundred and fifty-one, the sum of one thousand dollars, with interest thereon from the thirteenth day of October, eighteen hundred and forty-nine, that said sum, or any part thereof, had not been paid, and did demand of said trustees, complainants, said sum of one thousand dollars, with the interest thereon, to be paid to him from the quarterly payment of said annuity then next accruing, with which reasonable request the said complainants refused and still refuse to comply.

And this defendant further says, he has never heard or been informed, save by the said complainant's bill, that one Edward N. Perkins claims to receive of the trustees aforesaid the quarterly payment of said annuity due upon the first day of October last to said Eliza, under said will, and makes such claim under and by virtue of a certain writing in said bill of complaint set forth, which writing the said Edward N. Perkins alleges to have been given to him by said Eliza G. Doane for a full consideration, but this defendant does not admit that said order was given by said Eliza G. Doane or received by said Perkins, if the same was ever given, until some time after the date thereof, and this defendant

alleges that said order was given by said Eliza to said George W. Doane, and by him endorsed and given to said Perkins, the said George W. Doane knowing well at the time of the existence of said articles of agreement and power of attorney, and that the sum of one thousand dollars, with interest, was due thereunder to this defendant and was unpaid, and that the same was a prior charge and incumbrance upon said annuity; and this defendant further alleges, that said writing given to said Edward N. Perkins, (if any such was given, which this defendant does not admit,) and under which he claims the quarterly payment due to said Eliza the first day of October last, was given to said Perkins more than two years subsequent to the articles of agreement and power of attorney given to this defendant by said Eliza G. Doane, and that he believes said writing was received by said Perkins with full knowledge on his part of the existence of said power of attorney, that if any consideration was paid therefor, it was paid with the knowledge, on the part of said Perkins, of the existence of said power, that said writing was made by said Eliza, endorsed by said George W. Doane, and received by said Perkins for the purpose, and none other, of interfering with and delaying this defendant in receiving the amount to which he was entitled under said power, and that said writing was never presented by said Perkins to said trustees and payment thereof demanded, until long after said trustees were notified by this defendant of the existence of said articles of agreement and power of attorney, and payment of the amount due thereunder demanded of them by this defendant.

And this defendant further says, that all of the surviving issue of James Perkins, deceased, living at the time of the execution and delivery of said articles of agreement and power of attorney, had attained the age of twenty-one years prior to such execution and delivery.

And this defendant in further answering says, that the said articles of agreement and power of attorney were, to the best of his recollection and belief, respectively executed and delivered at the respective dates thereof; that prior to the delivery of said instruments this defendant had become liable for certain notes drawn by said George W. Doane and endorsed by this defendant, a schedule of which notes, to the best of this defendant's recollection and belief, is hereto appended, marked A; that by reason of the non-payment of said notes by said Doane, and the liability of this defendant as endorser upon the same, suits were commenced against this defendant to recover the amount of said notes, a schedule of which suits, to the best of this defendant's recollection and belief, is hereto appended, marked B; that this defendant was threatened with suits upon the remainder of said notes;

that this defendant does not know what suits had been commenced or were then pending against George W. Doane upon said notes, or upon any of them; that there was no contract, agreement or understanding either at or before or after the date of said agreement, between this defendant and George W. Doane, that this defendant should loan or advance money to said Doane, or to or for his use in settling and compromising said notes, or any of them, except as follows: Prior to the execution of said agreement by Eliza G. Doane, the said George W. Doane entered into a verbal agreement with this defendant, that if this defendant would settle and take up the notes of said Doane upon which this defendant was endorser, he, the said Doane, would give to this defendant as security for the payment of the sum so expended, or some portion thereof, a writing signed or to be signed by Sarah P. Cleveland, securing the payment of the same upon her individual estate, which security would have been satisfactory to this defendant, but when the papers in pursuance of said agreement were about to be drawn and executed, the said Doane declined and failed to give the promised security, but substituted the agreement with Eliza G. Doane, as aforesaid; that the sum of twenty thousand eight hundred and eighteen dollars in said agreement mentioned, was paid by this defendant in the settlement of the notes of said Doane, endorsed by this defendant, and to the persons by whom said notes were held, or their attornies or agents, as set forth in the schedule hereunto annexed, marked C; that the sums so paid were not paid in pursuance and execution of any agreement, contract or understanding between George W. Doane and this defendant, but were paid in pursuance of the agreement of Eliza G. Doane with this defendant, and in the confidence that said agreement would be adhered to, and the promise therein contained carried out in good faith.

And this defendant in further answering, denies that there was at the date of said articles of agreement or before or subsequent thereto, prior to the payment of any moneys by the defendant, to or for the use of said Doane, or in the settlement of said suits, any agreement, contract or understanding between the said George W. Doane and this defendant, that this defendant should directly or indirectly take or receive for the loan of any money, then, before or thereafter to be lent to said Doane by this defendant, or advanced or paid by this defendant to or for his use, in settlement of said suits or otherwise, more than six per cent. per annum; and he further denies that he has, directly or indirectly, taken, received or been allowed by said Doane, or charged to said Doane, more than six per cent. per annum, as and for interest for the money then, before or thereafter loaned, advanced or paid by this

defendant to said Doane, or to or for his use in settlement of said suits, or otherwise.

And this defendant in further answering, denies that said articles of agreement and power of attorney were intended or given to secure the payment of any usurious interest or of any sum upon which usurious interest had been received by this defendant, or the payment of any rate of interest other than the rate of six per cent. per annum, in said power of attorney mentioned; he also denies that any part of said sum of twenty thousand eight hundred and eighteen dollars, in said power of attorney mentioned, was made up of or includes any charges of interest upon money paid, loaned or advanced as aforesaid by this defendant to said Doane, or for his use at a greater rate than six per cent. per annum.

And this defendant further says, that he does not know, but denies that the original consideration of the said notes or other obligations of the said George W. Doane, whereupon this defendant became liable as endorser, or otherwise, was a loan or loans of money to said Doane, or for his use, upon which a greater rate of interest than six per cent. was reserved or promised, or agreed for between the said Doane and the said lender or lenders; but this defendant has been informed, and believes that a considerable portion of said notes was discounted at the banks of Camden, Burlington, Mount Holly and Medford, in the state of New Jersey, and Bristol, in the state of Pennsylvania; that all of said notes were, to the best of this defendant's recollection and belief, endorsed in blank by this defendant; that a portion of said endorsements was obtained by said George W. Doane of this defendant, under the representation and promise of said Doane, that they were required for and should be applied to the renewal of other notes of said Doane, endorsed by this defendant, which were about falling due; that the notes obtained by such representations were not applied to the purpose for which they were obtained by said Doane, but were used by said Doane, and the proceeds wrongfully applied by him to other purposes.

And this defendant insists that he is, under the said articles of agreement and power of attorney, entitled to receive from the complainants, trustees as aforesaid, the sum of one thousand dollars, with interest thereon from the thirteenth day of October, eighteen hundred and forty-nine, and the like sum of one thousand dollars, with interest, in each and every year, until the amount which he is entitled to receive under said power of attorney, shall be fully paid; and that the same should have been paid to this defendant by said trustees when demanded of them, or as soon thereafter as the same had accrued and become payable to said Eliza G. Doane, under said will; and this defendant insists that the said pretended order to said Edward N. Perkins, is of no force or

validity, or constitutes any claim upon said annuity as against the agreement and power of attorney given to this defendant.

MICHAEL HAYS.

S. G. WHEELER, JR., *Solicitor of Counsel.*

SUFFOLK, *ss.* BOSTON, July 28, 1852.

Personally appeared the above named Michael Hays, and made oath that the matters contained in the foregoing answer are true, so far as they are stated as of his own knowledge, and so far as they are stated from information and belief, he believes them to be true. Before me,

GEORGE P. SANGER.
Justice of the Peace.

A.

Schedule of notes drawn by George W. Doane and endorsed by Michael Hays, referred to in preceding answer of M. Hays:

Note dated	June	2,	1848,	G. W. Doane, end'sed by M. Hays,	$1,000
"	July	19,	"	"	1,000
"	Aug.	8,	"	"	1,000
"	"	10,	"	"	1,000
"	"	14,	"	"	1,000
"	"	28,	"	"	1,000
"	Sep.	10,	"	"	1,000
"	"	20,	"	"	1,000
"	"	23,	"	"	1,000
"	Nov.	16,	"	"	1,000
"	"	29,	"	"	1,000
"	"	30,	"	"	1,000
"	"	30,	"	"	1,000
"	Dec.	16,	"	"	1,000
"	"	19,	"	"	1,000
"	"	21,	"	"	1,000
"	"	21,	"	"	1,000
"	"	7,	"	"	1,000
"	"	26,	"	"	1,000
"	"	27,	"	"	1,000
"	Jan.	14,	"	"	1,000
					$21,000

B.

The defendant, Michael Hays, is unable to furnish a schedule of the suits commenced against said Hays, on account of notes of G. W. Doane endorsed by said Hays.

C.

Schedule of amount of moneys paid by Michael Hays, on account of endorsements on notes of George W. Doane, and of the names of persons to whom paid, being schedule C, referred to in preceding answer of M. Hays.

1849, August.	Paid to Charles M. Harker, for my endorsements of Doane's notes.		$5,104.49
"	"	Paid to Charles Mickle, for do.	700.00
"	"	" Benjamin B. Earle, "	750.00
"	"	" Uriah Brock, "	666.66
"	"	" Hopkins & Sons, "	341.65
"	"	" Camden Bank, "	2,000.00
"	"	" Captain Kester, "	400.00
"	"	" Franklin Woolman, "	2,250.00
"	"	" Dr. Gideon Humphrey, "	2,000.00
"	"	" John Black, "	1,000.00
"	"	" Mount Holly Bank, "	1,000.00
"	"	" Medford Bank, "	2,000.00
"	"	" Bristol Bank, "	2,000.00
"	"	" Costs on suits brought on notes of G. W. Doane to the following Attorneys: James W. Wall, Peter D. Vroom, Henry McIlvaine, and Garrett S. Cannon,	200.00
"	"	Interest on above to January 10, 1850,	406.00
			$20,818.80

Filed August 7, 1852.

Attest: G. C. WILDE, Clerk.

COMMONWEALTH OF MASSACHUSETTS.

CLERK'S OFFICE,
Supreme Judicial Court.

SUFFOLK, *ss.*

I, George C. Wilde, clerk of the Supreme Judicial Court, within and for said county of Suffolk, hereby certify that the foregoing is a true copy of the answer of Michael Hays, one of the respondents in the suit in equity, Thomas H. Perkins *and al*, trustees, *v.* Michael Hays *and al*, and of the schedules thereto annexed, and of the filing thereon, as on file in this office.

In witness whereof, I have hereto set my hand and affixed the seal of said court, this twenty-eighth day of September, A. D., eighteen hundred and fifty-two.

[L. S.]

GEORGE C. WILDE, Clerk.

X.

Extract from the answer of Edward N. Perkins, one of the defendants to the bill of complaint of Thomas H. Perkins and William H. Gardiner, *vs.* Michael Hays *and al.*

And this defendant being so advised, further insists that even if said pretended agreement and power of attorney were, in fact, executed and delivered by said Eliza, at the times and for the considerations and purposes the same purport to be, (which this defendant does not admit) yet the complainants ought not to recognize the same as of any validity, and for the following among other reasons, that is to say:

1st. Because the said Eliza, being a feme covert, had not the legal capacity to make and execute such agreement, or to appoint an attorney for any purpose.

2d. Because that said annuity was provided by said testator for the comfortable support of said Eliza, during her life, and is to be paid to her personally, or upon her separate order, from quarter to quarter, for her personal use, and the support of the children of the testator during their minority; that said annuity is from its nature and objects not capable of or subject to assignment by anticipation, and to give effect to an assignment by anticipation of any part of it, would put it in the power of the said Eliza, either voluntarily or under the influence of others, to assign away the whole of it for her life at one time, and thus at once and forever divest herself and the minor children of the testator of the means of support provided for her and them by the will by said annuity, and to divert said annuity from the purpose for which it was given, which would be inconsistent with the limited title vested in her, and exceed the power given her by the will.

3d. Because that said alleged power of attorney, even if the same amounts to an assignment, (which the defendant does not admit) does not purport to transfer or authorize said Hays to receive from the complainants the *whole* of any one quarterly payment of said annuity, but only of a portion thereof; and such assignment, not assented to by the complainants, is invalid and ineffectual to pass to said Hays any rights or interest to or in said annuity, or any quarterly payment thereof, and the complainants cannot be compelled by said Hays to pay him anything by virtue thereof; and this defendant further insists, being so advised, that said complainants, even if they otherwise had a discretionary power to pay said Hays any portion of said annuity, ought not in equity to have paid him any portion of said sum of fifteen hundred dollars, the quarterly payment of said annuity, which became payable to said Eliza on the first day of October last, by reason of the better title of this defendant thereto as hereinafter answered, averred and insisted on.

And this defendant further answering, admits that he made a claim and demand on the complainants to pay him said fifteen hundred dollars, which became payable on account of said annuity on the first day of October last, as alleged in the bill, by virtue of the order from said Eliza in the bill set out; and this defendant avers that said order was delivered to this defendant for a full consideration, to wit: the sum of fifteen hundred dollars by him paid and advanced to the personal use of said Eliza, upon the faith of said order, and relying upon the receipt of said sum from the complainants upon said order for repayment.

And this defendant insisting that his right to receive said quarterly payment of said annuity is superior to said alleged right of said Hays, and that the complainants ought to have paid the same to this defendant on the presentation of said order, and wholly denying the validity of said Hays' alleged claim to any portion thereof, prays this honorable court to order and decree in this suit that the complainants shall pay over the said sum to this defendant, together with interest thereon, since the first day of October last, if any has been made or received by said complainants.

EDWARD N. PERKINS.

J. L. English, *Solicitor and Counsel.*

MASSACHUSETTS.

Suffolk, *ss.* May 27, A. D. 1852.

Personally appeared the above named Edward N. Perkins and made oath that the matters contained in the foregoing answer which are stated of his own knowledge are true, and that those matters which are by him stated as from information and belief, he believes the same to be true.

Before me, EDWARD DEXTER,
Justice of the Peace.

Filed May 28, 1852.

Attest: GEO. C. WILDE, Clerk.

Copy of answer and filing thereon.

Attest: GEO. C. WILDE, Clerk.

AA 1.

Burlington, January, 1850.

Bishop Doane, Riverside.

Sir: I think it a very singular thing that every other person can have some satisfaction concerning their money but us; you told both William and I that if you broke, you would take care of

us, and since that, that you had a right to select creditors, and that I should be one of them, and in both of these *you have not kept your word;* and since that you have treated us with nothing but contempt, when we have spoken to you concerning our money or our wants The last time that I spoke to you was on the 19th of November, when you almost stamped your foot and said, ha! what is the use of coming here after money, I am under no *obligations,* and then refined it down to—no special obligations—and said that you had given up all that you had to the creditors; now I think that you have not given up anything, for that I have your own words, that you were now better off than ever you were, for you had your feet to the bottom; now I wish to get my feet to the bottom, and know what ground to stand on, for I think we have no right to be classed as your creditors, for we have been your servants, and the Scriptures positively declare that you have no right to keep back our wages. Now, Bishop, I am determined not to be handed about from you to the trustees, and from the trustees to you, and each declaring in their turn that they have nothing to do with it, that you are the man to go to, and to you I mean to stick to till we get our own, and never give it up but with my existence. It is you, sir, that has got our money and our services. I don't think we have any right to give up our little savings for the last twenty years to support and educate rich men's children; I don't say gentlemen's children, for I do not think that gentlemen would be willing that their children should eat up the little that the poor had provided for their own children, for poor people wish to have their children educated as well as the rich; we have provided all things honest in the sight of God, as then we might be able to educate our children; now you being the head of the church, and have got all that we had from us, and then refuse to educate one of our children; now the Scriptures says that you are to get all things honest in the sight of all men, that the church may be blameless; now as you say that you have to look through God to the church for the direction in all assistance necessary for the church, now as we have nothing to do with the church or the schools, and would not be allowed to have, we think we have no right to give up our money for that purpose, and insist upon not doing it, as you say that you are under no obligations to us for all the services that we have done to you, borrowed and getting on credit when you could not obtain it yourself; you know that there was not a man to let you have one load of hay, which T. Milnor's books can still show, when William pledged his notes to get provisions for the schools, and I paid Mr. Scott thirty dollars, you sent me with Mitchell for pigs and potatoes, that he might be enabled to pay up his wife's funeral expenses, for when I saw his tears I could not withhold my hand, and

borrowed for myself, which is yet unpaid; I think that you ought to look into these matters, and see if you are under no obligations to us. Bishop, you know that we was never under any obligations to you, for the same amount of work would have brought the same amount of money anywhere, with a little addition, for when William lived at Mount Holly with Mr. Dunn, he had $400 a year, until he left Mr. Dunn he had $400, and I have been better paid myself, for here I have had all things to provide to work with. I should not mention these things, but ingratitude prompts me to it, for you know that we were never depending on you for anything, for we have paid out none of your money from the first month we were with you, and from year to year, without interest or reward, as the books in Burlington bank can show, and now I will go on to show the reward you have offered to us, in refusing to admit Henry into the college. Now in all your sermons and pamphlets concerning the hall and college, your cry to parents is, to suffer little children to come unto me, and forbid them not, for such you say is the words of Christ to his pastors, that they may be educated. Now I will quote your own words, as you say that many parents have set up late and rose early and eat their scanty meal, to provide for their childrens' wants. Sir, when we had provided and you had got our all, my child must be refused admittance. Now I do know that Christ did not then intend any person to take any man's money to educate other men's children, and this is what you have done with us, and I feel the insult worse than every thing else, for in you we expected a friend, but in that we have been grievously disappointed: I have not enjoyed the same peace of mind since it happened; I have always been wont to say that my peace of mind flowed like a river, but since that I have had some sleepless and unhappy days, for as my confidence in you vanishes, discontent crept in, and I have lost that sweet feast called a contented mind; I only wish that you would settle with us and let us go, for we will never go without our own, and I will never give it up but with my existence, and we do not wish to stay, as you have been able to give Deacon a note, payable in one year, and Mr. Hays $1000 a year, and his daughter educated at St. Mary's Hall, and pay the flour merchant in Philadelphia $1000. Now I think we are as needy and as deserving as them, for they ought of their abundance has gave but little, but you have got our all. I hope that you will not cast it aside, but examine its contents and send your decision immediately, for if you do not you will only put me to the trouble of sending another with usury. Now let it not grieve you to bow thy ear to the poor, and give a civil answer with meekness.

MARY CARSE.

AA. 2.

Burlington, March 7, 1850.

Bishop: I have been looking over some of your writings, and I am astonished with what eloquence, symple, childish language you are endeavoring to blind the people by speaking of the symplicity of children. Now in your illustration of the nursing of Moses you show how you ought to be paid, "nurse this child for me and I will give you your wages." Now when you so nicely show to other people how *you ought to be paid,* while you are endeavoring to get all you can from others, and paying none. Bishop you have gone to work to erect schools, and as you say yourself to educate great men's children, while we poor people are to pay for these things, and you take good care to protect yourself and family. You have nourished your heart as in the day of slaughter upon the hard earnings of the poor people in general, and even widows and orphans are not exempt, and you still say you have given up all to your creditors. Where is what you have given up? What have they received at your hand? it is your consearns overward you have given up all to your creditors. You have done nothing but formed a treatywith the deavil. I would like to know what any man has given up who is able to pay the washing of twenty-seven shirts in one week for himself and two sons? Is that any thing like giving up? It is true, you made a treaty with those who are able to bring you before a court of justice for raising money on false pretensions. I have not tried that, nor do I intend. I have other matters in view, for you well know when you raised that fifty thousand dollars and said it would set you on your feet, you well knew you were not worth one half a farthing, for others said that one hundred and fifty thousand would do you no good, let alone fifty thousand, for if you had a mint of money you and your sons would destroy it, which the enormity of the debt, besides your wife's income clearly proves without any investigation into the matters. Bishop, if a merchant had done this he would not have had leave to live in his lordly mansion or roll in the same splendor as before, and if a man that calls himself a minister of Christ set such an example, what can he expect others to do, for you are to let your light shine that others may see your good works. I wonder if you think there is any light in causing us to buy the products of the people on credit without ever intending to pay, and have them calling on us every day and saying it was all our fault, now if you show me that this is setting a good example before this ungodly world, I will then believe that you have done right, but if you do not, I must still have my own opinion that you have never endeavored to enter in by the door of the sheep

fold, but have been continual climbing up some other way as a thief and a robber, but he that entereth in by the door is the shepherd of the sheep, but you have been endeavoring to enter in by popularity and a great name, and you have got one, for when the most ungodly has got one concerning their misdemeanors in every way he says he has not done as bad as the Bishop. I will take you for judge whether this is a great name or not, for in my humble opinion it is just such a name as is found in the twenty-third chapter of Matthew and from the twenty-third to the thirty-third verses. Bishop, I think you must have forgotten or overlooked these portions of scripture with many others which I have mentioned unto you, or else you would never have been as you have, misapplied these portions of scripture or else they do not belong to the present generation. For all scripture is given by inspiration of God, and is profitable for direction, for conviction and for reproof, and now I will give it to you as it is before me lest you should not take the time to look for it.

23. Woe unto you, scribes and Pharisees, hypocrites! for ye pay tithe of mint, and anise, and cummin, and have omitted the weightier matters of the law, judgment, mercy, and faith; these ought ye to have done, and not to leave the other undone.

24. Ye blind guides! which strain at a gnat, and swallow at a camel.

25. Woe unto you, scribes and Pharisees, hypocrites! for ye make clean the outside of the cup and the platter, but within they are full of extortion and excess.

26. Thou blind Pharisee! cleanse first that which is within the cup and platter, that the outside of them may be clean also.

29. Woe unto you, scribes and Pharisees, hypocrites! because ye build the tombs of the prophets, and garnish the sepulchres of the righteous,

30. And say, if we had been in the days of our fathers, we would not have been partakers with them in the blood of the prophets.

31. Wherefore ye be witnesses unto yourselves, that ye are the children of them which killed the prophets.

32. Fill ye up then the measure of your fathers.

33. Ye serpents, ye generation of vipers! how can ye escape the damnation of hell?

MARY CARSE.

BB.

New Jersey, *ss.*

William A. J. Munsig, of the city of Albany, one of the late

firm of Munsig and Bowman, of said city, being duly sworn according to law, doth depose and say, that on or about the first day of May, in the year of our Lord one thousand eight hundred and forty-seven, he, this deponent, as one of the firm of the said Munsig and Bowman, entered into a verbal contract with George W. Doane, then being president of the trustees of Burlington College, to erect on the premises belonging to the said trustees, gas works, and a tank and gasometer, and fixtures, and to lay down gas pipes to convey the gas underground to the residence of the said George W. Doane, at Riverside, and also to the school building of the said George W. Doane, called St. Mary's Hall, and the chapel connected therewith, and to put gas fixtures and burners in said college, and in said residence at Riverside, and in said St. Mary's Hall and chapel, and to furnish pipe, materials and gas fixtures for all said buildings; and for the furnishing of which said materials, and the performance of which said work, the said George W. Doane agreed to pay the said Munsig and Bowman the sum of one thousand dollars, in the month of November then next following, and to pay to the said Munsig and Bowman, at the rate of thirty cents per foot for the laying down of all the said gas pipe, inside of said buildings, and also agreed to pay to the said Munsig and Bowman the value of all the materials furnished by them, in and about said works; and also to pay them, when their said work was done, a reasonable compensation for their labor in and about the same, and to give them in payment of said balance, approved paper, payable with interest, within twelve months after the completion of the said work. And this deponent further says that in pursuance of said contract, the said firm of Munsig and Bowman did proceed and erect a brick tank and gasometer, and build and construct gas works on the ground belonging to the trustees of Burlington College, and furnished the gas pipes and fixtures for said college, and placed them in said college, and did also furnish the pipes to conduct the gas from said gas works and lay the same through the street and into the residence of the said George W. Doane, at Riverside, and did furnish and lay the gas pipes and put them in the residence of said George W. Doane, at Riverside, and did also furnish and put gas fixtures and burners into said residence; and that the costs of the said pipe and fixtures and burners, and laying the same, and putting them into said residence, and through the grounds leading to said residence from the street, was about five hundred dollars; and the said Munsig and Bowman also furnished and laid the pipe from the said residence of George W. Doane, at Riverside, through the street and into and through the St. Mary's Hall and chapel, and furnished and laid and put in the gas pipe, fixtures and burners, in said St. Mary's Hall and chapel, and all the necessary fixtures to

burn gas therein. And this deponent further says, that after the said Munsig and Bowman had finished all the said work, at an expense to themselves, over and above their own labor, of more than four thousand dollars, this deponent, on or about the twenty-third day of May, in the year of our Lord one thousand eight hundred and forty-eight, applied to said George W. Doane to comply with his agreement, and to give to the said Munsig and Bowman approved paper, payable with interest, within the period of one year, for the balance due to said Munsig and Bowman on account of said work and materials furnished; and the said George W. Doane refused to settle with said Munsig and Bowman, and to comply with his said agreement; but after considerable difficulty, the said George W. Doane agreed to give to said Munsig and Bowman his six notes, without an indorser and without interest, for the following sums, and of the following dates respectively, viz:

One note for	$365.00	payable at	5	months, dated	Dec. 8, 1848.
"	347.13	"	9	"	Feb. 22, 1848.
"	200.00	"	9	"	" 24, 1848.
"	400.00	"	12	"	" 22, 1848.
"	450.00	"	12	"	" 22, 1848.
"	400.00	"	9	"	" 25, 1848.

Which said notes this deponent was compelled very reluctantly to receive, the said firm of Munsig and Bowman being at the time very much in want of money to carry on their business. And this deponent further says, that the said firm were obliged to pass off said notes in payment of their debts, and that they have all since become due and payable, and have been protested for non-payment, and that this deponent, William A. J. Munsig, since the dissolution of the firm of Munsig and Bowman, has been called upon to pay and take up said notes. And this deponent further says, that the said George W. Doane has wholly failed to comply with his contract, and to give approved paper, payable within one year with interest, for said work; and that the said George W. Doane, by reason of the non-performance of his said agreement, has fraudulently incurred a debt to the said Munsig and Bowman in the sum of fourteen hundred and fifteen dollars and upwards.

W. A. J. MUNSIG.

Sworn and subscribed this 16th day of October, A. D., 1852, before me. WM. HALSTED, JR., M. C. C.

CC.

The account of Garrit S. Cannon and Robert B. Aertson, assignees of George W. Doane, of the city and county of Burlington,

as well of and for such and so much of the estate, real and personal, of the said George W. Doane, as have come to their hands, to be disposed of conformably to law, and to the deed of assignment, executed and delivered to them by the said George W. Doane, as for their payments and disbursements out of the same.

Dr. *These accomptants charge themselves.*

1849, March 26. To the amount of the inventory and valuation of the estate of the said George W. Doane, as per inventory filed, the real estate was appraised at	$674.00	
Household goods, library, stock, &c., &c.,	13,752.00	
Outstanding claims, at	2,992.50	
	$17,418.50	
These accounts charge themselves with amount which actually came into their hands, viz:		
Real estate over and above the mortgages thereon,		$392.00
Household goods, library, stock, &c., sold at vendue,		11,293.96
Outstanding claims, amount collected,		1,003.50
Interest on amount purchased at vendue, by trustees of Burlington College,		129.14
Interest on amount purchased by Messrs. Ogdon, Garthwaite and Condit,		105.97
		$12,924.57

Per contra they pray allowance. *Cr.*

1849, April	10.	For cash paid Benj. Buckman, Surrogate			$2.75
"	"	"	"	John Rodgers,	40
"	"	16,	"	William Carse, sundry bills for hay,	28.79
"	May	10,	"	Abraham Gaskill, sheriff, amount of three executions, in his hands,	1,506.30
"	"	24,	"	F. Woolman, clerk at sale,	20.00
"	"	"	"	Jos. L. Wright, auctioneer,	47.93
"	Aug.	8,	"	A. W. Archer,	25
"	Sept.	6,	"	R. B. Aertson, postages,	62
"	"	"	"	S. C. Atkinson, advertising,	11.75
"	Oct.	15,	"	J. L. & S. Shreve, bill for fuel,	48.52

"	"	27,	"	"	Sherman and Harron, advertising,	1.75
"	"	"	"	"	F. Woolman, auctioneer,	5.00
"	Dec.	27,	"	"	Sundry creditors, first dividend of 15 per cent. on $32,965.33,	4,944.79
1850,	Jan.	25,	"	"	Joseph Harding, advertising,	14.06
"	June	5,	"	"	Clerk's fees, recording assignments, &c.,	4.37
"	"	"	"	"	Joseph Carr, Jun., for advertising,	1.50
					And these accomptants further pray allowance:	
"			"	"	Court and cryer's fees,	94
"			"	"	Surrogate's fees for auditing, stating, reporting, proclaiming and filing this account copy thereof, &c.,	20.06
"			"	"	Commissions on $12,924.57, at five per cent.,	646.22
						$7,306.00
"					Balance remaining in accomptants hands, to be disposed by law,	5,618.57
						$12,924.57

Garrit S. Cannon and Robert B. Aertson, accomptants within named, being duly sworn according to law, depose and say, that the within account is in all things just and true, both as to the charge and discharge thereof, according to the best of their memory, information and belief, and that the settlement thereof hath been advertised according to law.

GARRIT S. CANNON.
ROBERT B. AERTSON.

Sworn and subscribed the 21st day of August, A. D., 1850, before me,

BENJ. BUCKMAN, *Surrogate.*

I have audited and stated this account, and do report it to the Orphans' Court for allowance.

BENJ. BUCKMAN, *Surrogate.*

August Term, A. D. 1850.

The surrogate having reported this account to the court, at the term of August last, and proclamation being then made for credi-

tors and others interested in the estate of the said George W. Doane, to appear and shew cause, if any they have, why the account as stated should not be allowed, and the same appearing to have been advertised according to law, and being laid over to the present term; and now a like proclamation being made, and no exceptions being made thereto, it is ordered and decreed that the same be allowed in all things, as reported by the surrogate.

JAMES S. HULME.
OLIVER H. P. EMLEY.
CLAYTON MONROE.
THOMAS MILNOR.
EDWARD TAYLOR.

November Term, A. D. 1850.

I, Benjamin Buckman, Surrogate of the county of Burlington, do certify the annexed to be a true copy of the account of Garrit S. Cannon and Robert B. Aertson, assignees of George W. Doane, as the same was passed by the Orphans' Court of the county of Burlington, at the term of November, in the year of our Lord one thousand eight hundred and fifty, and as the same remains affiled in my office, in Mount Holly, in and for said county of Burlington, in the state of New Jersey. [L. s.]

Witness my hand and seal of office, the twenty-seventh day of September, in the year of our Lord one thousand eight hundred and fifty-two.

BENJAMIN BUCKMAN.

DD.

New Jersey, *ss.*

Michael Hays, of the county of Burlington, being duly sworn according to law, doth depose and say, that he did, at the request of George W. Doane, Bishop of New Jersey, endorse the promissory notes of the said George W. Doane to a large amount, in the year of our Lord one thousand eight hundred and forty-eight, which notes so endorsed were, as he supposes, discounted at some Bank, and were from time to time renewed. And this deponent further says, that the said George W. Doane, some time in the month of May, in the year of our Lord one thousand eight hundred and forty-eight, came to this deponent with notes drawn by said George W. Doane, payable to this deponent, amounting in the whole to six thousand dollars, but without the date being inserted in said notes, and that the said George W. Doane requested this deponent to endorse these notes, being, as

this deponent believes, six in number of one thousand dollars each; and the said George W. Doane, to induce this deponent to endorse them, told this deponent that he was going away from home and that he wanted to make preparations to keep the thing agoing until he came back, and until the loan money, meaning the fifty thousand dollars, which had been borrowed on mortgage, should come in and the notes paid; that people had given these notes for the loan, but that the notes had not come due yet. And this deponent further says, that relying upon the assurances of the said George W. Doane that these six notes of one thousand dollars each were to be used for the purpose of renewing other notes of the same amount, which had been discounted and which were coming due within a short time, and during the expected absence of the said George W. Doane, he, this deponent, did reluctantly endorse the said notes, amounting to six thousand dollars, although his liability for the said George W. Doane for previous endorsements was so large that he was unwilling to increase it, and had previously made up his mind not to endorse any more notes for said George W. Doane to increase his responsibility. And this deponent further says that of the notes endorsed by said deponent for said George W. Doane, four thousand of them were protested, and this deponent endorsed other notes to the amount of four thousand dollars to take up the protested notes; and this deponent further says that after he had endorsed said last mentioned notes, he applied to said George W. Doane to obtain from him the four protested notes for the payment of which he had endorsed the four last mentioned notes, and the said George W. Doane delivered to this deponent two of said notes, and told him that Mr. Reuben J. Germain had the other two notes; and this deponent applied to the said Mr. Reuben J. Germain for said notes, and the said Mr. Reuben J. Germain replied that he knew nothing about them; and this deponent further says that he has been called upon to pay the two last mentioned notes, for the payment of which the said George W. Doane had obtained two other endorsements of the same amount from this deponent to take up said notes, and which notes the said George W. Doane informed this deponent had been taken up, and were in the hands of said Mr. Reuben J. Germain.

And this deponent verily believes that under pretence of getting this deponent to endorse notes for the purpose of renewing notes which he had previously endorsed, and which were coming due, he must have obtained from this deponent endorsements to the amount of ten thousand dollars, which were not applied to the payment of the old notes, but were applied by said George W. Doane to other objects and for other purposes than the payment of the notes they were intended to renew and by means of which

misapplication and misappropriation of said notes the liability of this deponent for the said George W. Doane was, without this deponent's knowledge or consent, increased to an amount of ten thousand dollars at least.

And this deponent further says, that the said George W. Doane on or about the day of October, in the year of our Lord one thousand eight hundred and forty-nine, entered into an agreement with this deponent, that if he, this deponent, would compromise his liability or his endorsements for said George W. Doane, without a contested suit at law, in the best manner he could, that he, the said George W. Doane, would secure to him the payment of the one-half of such sum of money for which said compromise was made, by paying this deponent the sum of one thousand dollars a year, with interest, until the said one-half should be paid; and that the second instalment under said agreement became due in January last, and that he called upon the said George W. Doane and requested him to pay this deponent the said sum of money, but the said George W. Doane said he could not pay until May, but that in May Term he would receive his salary from the schools, and then it should be paid, and that this deponent should have his money on the tenth of May certain; and this deponent called on said George W. Doane about the twentieth day of May last, and the said George W. Doane told this deponent he could not pay the said money. Deponent then said, Bishop, this is a disappointment, and that if he could not get his money he should first present him to the church, and if he could not get redress in that way he must resort to the law. And the said George W. Doane then said, that if he, this deponent, did that, he would put himself upon his defence, and this deponent would get nothing. Deponent replied, I got nothing as it was, and I could do no worse, and the said George W. Doane then said that this must be the last intercourse between them; and this deponent then left him, and drew up a memorial to present to the Episcopal convention, and gave it to a member of said convention to present; and he believes that the said memorial would have been presented to said convention had not the said convention, contrary to all its previous practice, adjourned the first day of its sessions.

MICHAEL HAYS.

Sworn and subscribed this 21st day of July, A. D., 1851, before me,

WM. HALSTED, JR., M.C.C.

EE 1.

State of New Jersey, } *ss.*
Burlington County, }

Elizabeth Hays, of the township and county of Burlington, in the state of New Jersey, doth depose and say, that on or about the first of September, eighteen hundred and forty-eight, Rev. George W. Doane came to the house of my husband, Michael Hays, to procure his endorsements on notes; the said George W. Doane representing at the same time that my husband should come to no loss by so doing. I stated to the said George W. Doane that I was not willing that my husband should endorse any more notes for him, for I was fearful that he might come to great loss by so doing. Said George W. Doane replied, Madam, upon the honor of a man and, the faith of a Christian, your husband shall not lose one cent by endorsing for me; and made use of other arguments to induce me to believe that there was no danger of my husband coming to any loss by endorsing for him the said G. W. Doane.

ELIZABETH HAYES.

Sworn and subscribed before me, this fourteenth day of November, eighteen hundred and fifty-three }

JOHN RODGERS, *Master in Chancery.*

EE 2.

Riverside, 21st December, 1848.

Col. Hays,

My dear Sir,

It seems to me that your decision this morning was not judicious. There is paper with your name maturing. With your name it can be continued. If not continued it will be troublesome. No increase of responsibility is asked. No responsibility in blank. It is just substituting one note for another, to give us time to take them up. Mr. Germain thinks you felt doubtful whether the paper asked for would be used in the way proposed. But I cannot believe this. If such were your doubts nothing would be easier than to remove them, by handing you the notes withdrawn. I hope you will consent to the arrangement. By merely keeping the notes afloat they will all in due time be paid. There has been no new paper for a long while.

I am getting well, but the weather keeps me in.

Truly your friend,

G. W. DOANE.

EE 3.

St. Mary's Hall, Dec. 22d, 1848.

Col. Hays,

Dear Sir,

I enclose you the Bishop's note. The case is precisely as is there stated. It is very desirable that the notes should be renewed at this time. There is no doubt of the Bishop's ability to meet them in due time. What he desires is time. Such time as the banks are willing to afford.

If you consent to endorse the enclosed, it is very desirable that it be done in time to send down to Camden by the eleven o'clock train this morning.

In haste, very truly yours, etc.,

R. J. GERMAIN.

FF 1.

State of New Jersey, } *ss.*
Burlington County, }

About the middle of May, in the year of our Lord one thousand eight hundred and forty-eight, I was present when Bishop Doane came to my father's house, with a paper purporting to be a statement of notes of his, (Bishop Doane's,) endorsed by my father, amounting to eleven thousand five hundred dollars. My father said to Bishop Doane, "Bishop, I thought I was an endorser on your paper to the amount of twelve or thirteen thousand dollars." When Bishop replied, "No, this statement includes all the notes on which you are endorser." I heard my father then say that he never would endorse *any more* or *another* note for him, (Bishop Doane,) except for renewal of notes on which he was already endorser. Bishop said he wanted no others. In Bishop Doane's visits to my father's, I have frequently heard him (Bishop Doane) ask for liquor, which was always handed out, and of which he freely drank.

SARAH ANN H. DEACON.

Affirmed and subscribed the 4th day of November, 1852, before me, }

JOHN FOLWELL, *Justice of the peace.*

FF 2.

STATE OF PENNSYLVANIA, } *ss.*
Philadelphia. }

William Barclay, being duly sworn according to law, doth declare and say that in the summer of the year 1851, he entered into the employment of Mr. George Zantzinger, Wine Merchant, of Philadelphia, in the capacity of Bookkeeper, and that while there the account of George W. Doane was written up in the books of said George Zantzinger, and in the handwriting of said George Zantzinger; and that six or eight months previous to the death of said George Zantzinger, who died in August, eighteen hundred and fifty-two, Mr. Zantzinger requested deponent to cast the interest upon the said account, and the deponent did so; and the account, with the interest, at that time exceeded twelve hundred dollars; and deponent gave said account to said George Zantzinger, and he said he would attend to it. Said George Zantzinger never intimated that he had forgiven Bishop Doane said account, but the same stood open upon the books of said George Zantzinger against said George W. Doane, and had never been carried to the account of profit and loss, or settled on the books.

And this deponent further says, that all the time that this deponent was in the employ of said George Zantzinger, the liquors purchased by and for Bishop Doane were charged to Mrs. Doane, and that the account of Mrs Doane during that period amounted to between one and two hundred dollars; and that the two accounts of the Bishop and Mrs. Doane exceeded fourteen hunered dollars.

WM. J. BARCLAY.

Sworn and subscribed this 23d November, A. D. 1853, before me, }
STEPHEN N. SIMMONS, *Alderman.*

NOTE.—This affidavit proves first, that Bishop Doane is still indebted to the estate of George Zantzinger in the sum of $1,200 and upwards; and proves the correctness of an assertion in page 6 oft his Vindication as to the amount of the indebtedness.

Secondly, it proves what we asserted in our reply to the Protest and Appeal, page 26 that this debt was omitted from the list of his creditors.

Third, it proves that part of the 31st specification that he was in the habit of providing and procuring for his use larger quantities of wine and spirituous liquors than was fit and becoming in a Christian bishop, especially in his condition of pecuniary embarrassment.

Fourth, it disproves the idea attempted to be proved by Mr. Aertson in his testimony before the committee of investigation, page 104, where he says "Zantzinger told him he should not wish to be considered a creditor of Bishop Doane, and that he held a note of the bishop's that he should cancel and send to him, and which he says he did do." It may be true that Zantzinger sent Aertson a note of Bishop Doane's which he held unpaid. But Mr. Aertson is very careful not to tell what was the amount of this note. It may have been a note for an account prior to the one now standing open on Mr. Zantzingers's books against Bishop Doane, or it may have been for a small part of the account. But it is apparent from the testimony of Mr. Barclay that Mr. Zantzinger did not consider that by sending the note to Mr. Aertson, he cancelled all the account he had against the bishop for wines, brandies and other liquors.

GG.

Articles of Agreement had, made, concluded and agreed upon this twenty-fourth day of August, in the year of our Lord one thousand eight hundred and forty-nine, between Mrs. Eliza G. Doane, of the city and county of Burlington, and state of New Jersey, of the one part; and Joseph Deacon, of the township of Northampton, in the county and state aforesaid, of the other part; Witnesseth, that whereas the said Joseph Deacon has incurred extensive liabilities by means of numerous endorsements upon notes drawn by my husband, the right reverend George W. Doane. and suits at law have been already commenced against the said Joseph Deacon to recover of him the amount due on such notes.

Now, therefore, in consideration that the said Joseph Deacon shall effect a settlement with the note holders of the entire amount due on the notes aforesaid upon such terms as can be agreed upon, and in such manner as that such settlement shall operate in the discontinuance of the suits at law so as aforesaid commenced, or to be commenced against him, I, the said Eliza G. Doane, do agree thereupon to transfer and set over on the tenth day of November next, and on the tenth day of November in each and every year thereafter, (until the sum hereinafter specified be paid,) all the right, title and interest I possess in one thousand dollars, together with the interest hereinafter mentioned, part of the yearly income to which I am entitled under and by virtue of the provisions of the last will and testament of my late husband James Perkins.

The said sum of one thousand dollars to be paid each and every year hereafter as aforesaid, until such sum has been paid as will amount to the one-half of such sum as the said Joseph Deacon shall be required to pay upon the terms above referred to, including the entire costs he shall be called upon to pay in obtaining

the discontinuance of said suits; and in addition to the same the interest at six per cent. per annum upon the balance of such moiety as aforesaid remaining, each and every year after the payment of the said one thousand dollars.

And the said Joseph Deacon doth agree to use all due diligence and make every reasonable effort in effecting said compromise above alluded to. Provided always, nevertheless, that it is understood by and between the parties to this agreement that the said Joseph Deacon is not obliged thereby to make settlement of any suit or suits where the defence he may have to make rests exclusively upon legal objections to the insufficiency of notices served upon him as endorser, or other defects or insufficiencies in the protesting of the said endorsed notes; and the said Joseph Deacon has full power to contest said suit or suits, if he shall deem it necessary and proper so to do.

And in order that the stipulations contained in this agreement may be the better carried out and completed, the said Eliza G. Doane does agree to give to the said Joseph Deacon immediately upon the settlement of the suits aforesaid, a power of atttorney authorizing him to receive the said sum of one thousand dollars, yearly and every year, together with the interest aforesaid, from the executors of the will of my late husband, James Perkins, which power of attorney the said Joseph Deacon is to present to said executors only in the event of G. W. Doane failing to pay the same.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

ELIZA G. DOANE.
JOSEPH DEACON.

Sealed and delivered in the presence of, and the words "one-half of," underlined before signing; also the words "which power of attorney the said Joseph Deacon is to present to said executors only in the event of G.W. Doane failing to pay the same"; also the words "to be commenced," interlined,

G. S. CANNON.

I do hereby consent that my wife, Eliza G. Doane, shall sign, seal and deliver the foregoing agreement.

Dated August 24th, A. D. 1849.

G. W. DOANE.

Witness present,

G. S. CANNON.

Received Nov. 13th, 1849, of Rt. Rev. G. W. Doane, one

thousand dollars, being the first payment due as per above articles of agreement.

$1,000 JOSEPH DEACON, Sen.

Received, Nov. 12th, 1850, of Rt. Rev. Geo. W. Doane, one thousand dollars, being the second payment due as per above articles of agreement.

$1,000 JOSEPH DEACON, Sen.

HH.

KNOW ALL MEN by these presents, that we, George W. Doane, and Eliza G., his wife, of the city and county of Burlington, and state of New Jersey, do hereby make, constitute and appoint Joseph Deacon, of the township of Northampton, in the county and state aforesaid, our true and lawful attorney, for us and in our names and behalf to receive, on the tenth day of November next ensuing, and on the tenth day of November in each and every year thereafter, the sum of one thousand dollars, from the executors of the last will and testament of James Perkins, late of the city of Boston, deceased, until said annual payment of one thousand dollars shall amount, in the whole, to the sum of eleven thousand five hundred dollars; and also for us, and in our names and behalf, to receive, on the tenth day of January next ensuing, and on the tenth of January in each and every year thereafter, the interest, at six per cent. per annum, upon said sum of eleven thousand five hundred dollars, to be varied in amount as the same shall be annually reduced by the aforesaid payments, until the whole of said sum of eleven thousand five hundred dollars shall be paid as aforesaid; said interest to be received from the said executors. And we do further authorize and empower the said Joseph Deacon, for us and in our names, to give and sign receipts, acquittances and discharges for the said several sums of money so to be received by him; it being however expressly understood by and between the said George W. Doane and Eliza G. his wife, and the said Joseph Deacon, that application to the said executors for the payment of said sums of money is only to be made by the said Joseph Deacon, under this power of attorney, in the event of the said George W. Doane failing to pay the same, when the same shall become due as aforesaid.

Witness our hands and seals, this third day of September, A. D. one thousand eight hundred and forty-nine. [1849.]

G. W. DOANE,
ELIZA G. DOANE.

Sealed and delivered in the presence of
SARAH P. CLEVELAND.

o

Received the first instalment referred to above, of Rt. Rev. Geo. W. Doane, November 13, 1849—one thousand dollars.

JOSEPH DEACON.

II.

Copy of a letter from John Black, Esq., President of the Bank at Mount Holly, New Jersey, to the Rt. Rev. Bishop Burgess.

"Locust Hall, March 29, 1852.

Dear Sir,

I received yours of the 25th on Saturday, at Mount Holly. It is the duty of the human family to do good and avoid evil in all cases. How far Messrs. Garthwaite, Ogilby and Germain practised this golden rule, I must leave you to determine after I have given you the history of their representations to me.

These gentlemen came to me in the bank at Mount Holly, I think, in the spring of 1848. Mr. Germain or Ogilby introduced Mr. Garthwaite as the friend of Bishop Doane. And they then stated that they were negotiating a loan of 50,000 dollars to relieve the Bishop from his difficulties; for in his present position his time was much occupied in making arrangements to meet his notes when due. They stated that two or three gentlemen in Burlington had valued the Bishop's property at 75,000 to 80,000 dollars, on which the Bishop would give a mortgage, or had given one to secure the loan of 50,000 dollars; that the security would be ample, and the loan a safe investment. The interest to be paid half-yearly, punctually. The incumbrances on the property, they stated, did not exceed 20,000 dollars, and this would be paid off in the course of three years by instalments, and then there could not be a doubt as to the security of the 50,000 dollars loan. They said that they had upwards of 45,000 dollars subscribed; that I must help them out in the loan, as it would be a great comfort to the Bishop, and especially to the institutions; for then he would devote the whole of his time to the schools and to the church. The loan of 50,000 dollars must be completed in two or three days, as they had to leave Burlington.

I stated to them that I did not wish to meddle in the loan in any way, as I could loan all the money I had without risk. Our board of directors meet at ten o'clock. That time had arrived. I told the gentlemen they must excuse me. They said that they would wait until the board adjourned, which they did.

When the board had adjourned, Abraham Brown, Esq., who was a lawyer and a director of the bank, asked me if I had subscribed to the Bishop's loan of 50,000 dollars. I told him I had not and did not intend to. He wanted to know why, for he had

subscribed 1,000 dollars, payable I think in October, and he wanted to know how it was possible to resist such plausible gentlemen. I replied to him that I did not believe those gentlemen told the truth; that there was something about this loan that neither he nor I understood. He replied that it was impossible; those gentlemen would not lie; that I was too supicious for anything, and that I must take 1,000 dollars of the loan on the same terms that he had; that he would examine the title papers and records; and if he found anything wrong he would not pay the money at the time stipulated. I then said, that to help them out I would subscribe 500 dollars, and that he must see that the securities were all right, which he said he would certainly do for his own interest as well as mine. Under these assurances I went down stairs to the gentlemen and subscribed 500 dollars, payable in October.

In the summer of 1848, Abraham Brown died, and left his two sons, Bowes R. Brown and Jonh W. Brown, executors to his will. B. R. Brown was a lawyer, but had quit the profession and retired to his farm, near Recklesstown, in the county of Burlington. After the death of Abraham Brown, John Dobbins, Jun., one of the subscribers to the loan, and myself had an interview with Bowes R. Brown on the subject of the Bishop's loan. B. R. Brown then undertook to do what his father had promised me he would do.

A short time after this, Bishop Doane came to the bank on the subject of our subscriptions to the 50,000 dollars loan. B. R. Brown and John Dobbins, Jun., were there. I invited the gentlemen to go up stairs in the directors' room. The Bishop then stated to us that many had paid their subscriptions, and that it would be a great accommodation to him if we would anticipate the payment of our subscriptions, or give our notes. Mr. B. R. Brown observed to the Bishop that he knew nothing about the loan until the death of his father; as he had promised to do what his father would have done if alive, he felt bound to investigate the titles and see if the incumbrances and mortgage were all in accordance with the representations. The Bishop replied to Mr. B. R. Brown with some warmth, and said that these papers were drawn up by gentlemen who were competent, and who knew how such business should be done, and not by some old woman in petticoats. Mr. B. R. Brown replied with some earnestness that he did not suppose for one moment that any old woman had a hand in the matter. For his part, he would not take the word of any man when he was directly interested, and he must and would see for himself before he paid his own money, or advised us to pay ours. Here the interview ended, and the Bishop left us, to the best of my recollection.

Some strange delusion took possession of B. R. Brown's mind after the interview with the Bishop, for he came to Mr. John Dob-

bins and myself and stated that he had examined the papers and records, and found all things straight and in accordance with the representations; that he should pay the money when it should fall due, and that we must do the same, which was done by all of us.

After the Bishop failed and had made an assignment, Mr. John W. Brown, the surviving executor of Abraham Brown, (B. R. Brown having died) made a search in the Clerk's office, and found that the property of the Bishop which had been pledged for the 50,000 dollars loan was mortgaged previously to a large amount; the exact sum I do not recollect, but think nearly 60,000 dollars.

When I found our money was lost, I made strict inquiry of the clerk and his assistant how it was possible Mr. B. R. Brown should have fallen into such a fatal error. To my astonishment, both said he had not been there to make any search, and there never was any examination made until the one by Mr. John W. Brown.

This, in substance, is a true history of the whole transaction, to the best of my recollection.

Most respectfully yours, etc.,
JOHN BLACK.

Rt. Rev. George Burgess.

KK.

Extract from the terms of tuition of St. Mary's Hall, Green Bank, Burlington, New Jersey. The Bishop of the Diocese, Patron and Principal: the Rev. Beuben J. Germain, Chaplain, principal Teacher, and head of the family.

"There will be a charge of six dollars for each term for the use of bed, bedstead, bedding and towels."

INTOXICATION.

The following is the statement made by the Rev. Christian Page, of Bristol, Pennsylvania:

"In November, 1851, he (Mr. Page) was sitting in the saloon of the steamboat Trenton; just before she started on her evening trip up the river, a respectable looking man entered the saloon, and such was the peculiarity of his gait as to arrest his (Mr. Page's) attention. He observed him take a chair and in a few minutes fall asleep, in a position in which he had never seen a sober man on a chair. His head was down, his arms over the back of the chair and his feet extended. So well convinced was he that he was intoxicated, that he observed to a gentleman who sat by, "What a pity that so old and respectable looking a man

should be seen in such a condition!" The gentleman remarked, "Do you not know who that is?" He replied, "No; he is a stranger to me." "That" says he, "is Bishop Doane." "Well," he (Mr. Page) replied, "Bishop or no Bishop, he is certainly intoxicated." On reaching Burlington, he (Mr. Page) noticed that the same man rose and appeared to have difficulty in getting along out. A few days afterwards he (Mr. Page) saw this man on the boat again, and he was pointed out to him as Bishop Doane."

This is substantially the same statement which was made by the Rev. Christian Page to the Right Rev. William Meade, Bishop of Virginia, in the presence of William Halsted, Esq., and which formed a part of the thirty-first specification of the presentment.

Mr. James Buckalew, of Middlesex, New Jersey, stated in the presence of Col. J. N. Bird and Sam. S. Stryker, in the city of Trenton, that he saw Bishop Doane intoxicated in the railroad cars, going from New York to New Brunswick.

Mr. Frederick R. Shillow stated in the presence of James S. Green, Esq., that he saw Bishop Doane drunk at Stelle's hotel in New Brunswick.

George Thompson, of Bordentown, told Mr. Gill, Mr. Halsted and the Rev. Mr. Henry Sherman, (notwithstanding his subsequent contradictory statement under oath,) that he saw Bishop Doane intoxicated in the street in Bordentown.

New York, August 3, 1853.

Hon. Wm. Halsted, Counsel for presenting Bishops in the case of Bishop Doane.

Dear Sir: At your request, when in New Brunswick, a few days since, I made inquiry in relation to the rumor that Bishop Doane was seen much intoxicated in that city. I first called upon Mr. Frederick R. Shillow, who declared positively that if he knew when a man was intoxicated the Bishop was so on the day he, the Bishop, was in New Brunswick, and that he was willing to go before any court and testify to it. I inquired of several others; some admitted the fact but refused to allow their names to be used; others replied that they were friends of the Bishop, and would not say any thing about it; others refused to answer upon the ground that they were afraid you would require them to attend the Bishops' Court, under the impression that you could force them to testify as in a civil court. I think Mr. Shillow the only man you can get to attend the trial.

In haste, yours truly,

J. N. BIRD.

B. GILL'S LETTER.

The undersigned concurs in the foregoing, so far as the facts and evidence confirm the charges of the three Presenting Bishops:

However he may regret the decision of the court in the dismissal of the case, and the great injustice (unwittingly, he trusts) they have done to the four laymen, he cannot feel it incumbent on him to appear in collision with that venerable body, well knowing from past experience the great difficulty of contending with such a daring, able and subtle person as the Respondent; of that individual the undersigned would not add a word unnecessarily to lessen him further in the estimation of the church or the public.

In the trying circumstances through which he and his co-adjutors have passed, he can conscientiously say, that he has endeavored to divest himself from all personal feeling, and has acted (so far as human infinity would permit) solely for the honor and welfare of the church.

BENNINGTON GILL.

POSTSCRIPT.

The confession of Bishop Doane, which induced the dismissal of the presentment, was made in September, 1853, and it contains the following language:

"In reference to his indebtedness, he now renews the declaration of intention which he has constantly made, and has acted on to the utmost of his ability thus far, to devote his means, efforts and influence, in dependence on God's blessing, to the payment of principal and interest of every just demand against him; an expectation which there is reasonable hope of having fulfilled, since a Committee of the Trustees and friends of Burlington College, by whom both institutions are now carried on, have undertaken an enterprise, which is nearly accomplished, to discharge the whole mortgage debt, and thus secure the property at Riverside and St. Mary's Hall, with that of Burlington College, to the CHURCH FOREVER, for the purpose of *Christian Education*. And this done, the Trustees have further agreed to appropriate, during his life, the surplus income of both institutions to the liquidation of other debts incurred by him in carrying on said institutions."

This was undoubtedly received by the Court of Bishops as a sincere and solemn promise, not only that Bishop Doane was immediately to go to work and pay all he could to his creditors, but that the enterprise of paying off the "whole mortgage debts" was nearly accomplished. And it was industriously circulated by Bishop Doane's friends through the Diocese, and no doubt among the members of the Court, that upwards of one hundred and twenty thousand dollars had already been subscribed towards this object. Bishop Lee, of Delaware, in his vindication of the action of the Court of Bishops, page 12, speaking of this confession, says, "Upon this statement, the Court was disposed to put a candid and generous construction. They took it as a whole, and acted upon it as a sincere and candid representation of Bishop Doane's own convictions of past error and misconduct."

On page 14, Bishop Lee says, "He (Bishop Doane) declared

his intention to devote his means, in dependence upon God's blessing, to the payment, principal and interest, of every just demand against him, and referred to a plan then on foot for raising a large sum of money as furnishing a reasonable hope of fulfilling this *promise*." The Court then put a "*generous construction*" upon this "promise." What was their understanding of it? Why, that there was a project on foot by which a large sum of money was to be received, and that there was a reasonable hope of its being paid to the creditors of Bishop Doane, and that the property at Riverside and St. Mary's Hall, with that of Burlington College, was to be secured to the *Church forever*. These certainly were very magnificent promises, and with a "*generous construction*" of them, such as truthful and pious Bishops would feel disposed to place on the solemn promise of a brother Bishop, must have had great influence upon the minds of men who supposed that there was even a remote probability of their ever being performed. But if they had taken the trouble to inquire of Bishop Doane's creditors the value of his promises, they would have been told that in their opinion the whole of these magnificent promises were mere moonshine, artfully worded, and made for the purpose of extricating himself from the dilemma in which he was placed, without any reasonable expectation of their ever being performed. But if the Reverend Judges were unwilling to consult Bishop Doane's creditors, for whom these magnificent promises were ostensibly made, they, it is presumed, might have been led to doubt of their sincerity if they had only called to mind some of the practical lessons which they so often enforce upon their hearers from the pulpit, viz: that little confidence can be placed in sick-bed promises or repentances; they are like the morning cloud and early dew, they soon pass away, with the occurrence that gave them birth, and are forgotten. It is certainly due to the members of Court, who relied on this promise, that Bishop Doane and his Committee of friends and Trustees should take the most effectual and speedy means to perform this promise, and to show the Church that its highest and most dignified Court was not completely cajoled and humbugged. It is due to the creditors of Bishop Doane that some explanation should be

given why, after a lapse of more than seven months, nothing has been done towards the payment of the principal or interest of their judgments or mortgages. It is due to "the Committee of the Trustees and friends of Burlington College," who permitted the influence of their official station to be used in connection with this promise, that they should state what has become of the large fund which was about being received for the payment of Bishop Doane's debts. If they will be so kind as to enlighten the public or the creditors of Bishop Doane, we would respectfully ask a reply to the following questions. If they do not, the creditors of Bishop Doane, and the public at large, will not fail to believe that the whole of this confession, and the whole of the promises, which appear to have made it acceptable to the Court, were intended for deception; that no money was raised or intended to be raised for the payment of Bishop Doane's debts, but that it was a mere artful contrivance to enable him to escape trial and exposure, by adding to the long catalogue of broken promises with which he is charged, one still more reprehensible, because made to his brother Bishops under circumstances of peculiar solemnity, and under protestations of contrition and repentance.

First. How many and what amount of debts of Bishop Doane have been paid since this confession, and when and to whom?

Second. How much of the mortgage debt which existed against Bishop Doane at the time of his confession has since been paid; if any, when and to whom?

Third. Has any part of the fifty thousand dollars mortgage, or the interest upon it, been paid since said confession; if so, when and to whom?

Fourth. If any of Bishop Doane's debts have been paid since his confession, either principal or interest, what is the principle of discrimination by which the heaviest creditors, those who have suffered most, and those who have judgments against him, *viz:* Messrs. Hays, Deacon, Munsig and Bowman, are excluded from all participation in these payments?

Fifth. If "*The Committee of the Trustees*" have not been able, within the period of seven months after the date of the con-

fession, to raise money enough to pay the interest upon the fifty thousand dollars mortgage, how many years will it take them to pay the principal of the mortgage debts?

Sixth. If the "Committee of the Trustees" can't, in seven months, raise money enough to pay the interest on the judgments against Bishop Doane, how many years will they require to pay the principal of these judgments?

Seventh. If no steps have been taken by the Committee, within the last seven months, to pay either the principal or interest of the mortgage or judgment debts, when may the simple contract creditors of Bishop Doane entertain "*an expectation, which there is reasonable* hope of having fulfilled," that their just demands against him will ever be paid?

Eighth. Will the "Committee of the Trustees and friends of Burlington College" gratify the simple contract creditors of Bishop Doane so much as to state "what is the amount of the surplus income of both institutions," which they intend to appropriate to the liquidation of their debts?

Ninth. Will the "Committee of the Trustees and friends of Burlington College" favor the public and the creditors of Bishop Doane with their names, in order that they may be enabled to present them with suitable congratulatory resolutions for their great diligence in prosecuting an enterprise which was "*nearly* completed" seven months since?

INDEX.

A.

	Page.
Account of Assignees,	199
Affidavit of Joseph Deacon,	164
" Michael Hays,	96
" Mrs. Elizabeth Hays,	204
" William Munsig,	197
Assignment of Bishop Doane,	127
Answer of Michael Hays,	184–5
Articles of Agreement between E. G. Doane and Joseph Deacon,	207

B.

Buildings of Schools, &c., cost of	14
Binney, Horace, pamphlet of	38–47
Bond, Guardianship	172
Black, John, letter of	210
Barclay, W. J., affidavit of	206
Bird, J. N., letter of	213

C.

Christian Education, pretence of expenditures for	16
Coxe, Richard S., letter of, to W. Halsted,	59
Check drawn on bank when no funds there,	48
Check unpaid, specification of	108
Creditors of Bishop Doane, who funded their debt,	21
Creditors omitted from his list,	54–55
Coxe, Richard S., letters of	69
Court of Bishops, remarks upon	66–91
Confession, Bishop Doane's	81
Camden Bank, loan by	108
Carse, Mary, letters of	192–5–6

D.

Debts of Bishop Doane, statement of - - - 4–6
Debts of Bishop Doane, specifications concerning - 109
Doane, G. W., letter of - - - - - - 29
Deacon, Joseph, affidavit of - - - - - 164
Deed from S. R. Gummere and wife, to G. D. Wall and others, in trust, - - - - - - 146
Deed from G. D. Wall and others, to G. W. Doane, - 148
Deacon, Sarah Ann, affidavit of - - - - 205

E.

Examination of Bishop Doane, - - - - 137–143
Extravagance in purchase of liquor, - - - 206

G.

Germain, Reuben, examination of - - - - 173–174
Germain, Reuben, loan by - - - - - 107
Gill, Bennington, letter of - - - - - 214

H.

Hooker, Herman, his account, - - - - 33
Hays, Michael, affidavit, - - - - - - 96
" " " - - - - - - 201
Hays, obtaining endorsement from - - - - 100
Hays, obtaining endorsements from Joseph Deacon and 101–2–3
Hays, Elizabeth, affidavit of - - - - - 204

I.

Inventory of Bishop Doane's property, - - - 128
Intoxication, specification of - - - - - 126
" proof of - - - - - - 212–13
Indorsements, specification in regard to procuring - 100

L.

Libellous charges made by Bishop Doane against laymen, - - - - - - - - - - 3
Loan of fifty thousand dollars, - - - - - 20
Letter of G. W. Doane, - - - - - - 26
Lying, Bishop Potter on - - - - - - 63
Letter of the four laymen to the three Bishops, - - 93

List of Bishop Doane's creditors, - - - - 133
Letter of Michael Hays to Bishop Doane, - - - 144
Letter of Herman Hooker to Bishop Doane, - - 146
Letter of G. W. Doane to Joseph Deacon, - - 171–172
Loan of $50.000, specification of - - - - 104–105
Liquor purchased by G. W. Doane, - - - - 206
Letters of Mary Carse, - - - - - - 192–6
Letter of J. N. Bird, - - - - - - 213

M.

Moneys received by Bishop Doane, - - - - 11–12
Miller, Hugh, quotation from - - - - - 16
Memorial of Michael Hays to Convention, - - 143
Mortgage from G. W. Doane to H. R. Cleveland, - 155
Mortgage from G. W. Doane to Sarah C. Robardet, - 150
" " to Joseph Deacon, - 147–148
" " to Isaac B. Parker, - 159
" " to Isaac B. Parker, Thomas Milnor and others, - - - - - 161
Mortgage from G. W. Doane to Wm. Chester, - - 174
Mis-statements of G. W. Doane, specification of - 121
Munsig, Wm., affidavit of - - - - - - - 197

O.

Order of Eliza G. Doane, and executors of J. Perkins, 37
Oath of G. W. Doane, specifications concerning - 119

P.

Presentment against Bishop Doane, - - - - 98
Page, Rev. Christian, statement of - - - - 212
Postscript, - - - - - - - - - 215

R.

Robardet, Mrs., her mortgage, - - - - - 32
Real Estate of G. W. Doane, - - - - - 175–176
Record of Supreme Court of Massachusetts, - - 277

S.

Stubbs, Rev. Mr., his loan to Bishop Doane, - - 22
Swearing false, what - - - - - - - 51
Stubbs, Rev. Alfred, loan by - - - - - 106

T.

Trustees, duty of, as to investment of money, - - 24
Liability for breach of trust, - - - - - 27
Truth, Bishop Doane on - - - - - - 62

Z.

Zantzinger's bill for liquor, - - - - - 206

ERRATA.

Page 5, line 23, after word "page 16," insert of "*Report of Committee of Investigation.*"

Page 64, line 2, for "Doane," read "*Deacon.*"